PUBLIC HOUSING AGENCY: VIRGIN ISLANDS HOUSING AUTHORITY	RESTATED 5-YEAR 2010-2014 AND FY 2010 ANNUAL PLAN U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OCTOBER 8, 2009 CORRECTED DECEMBER 8,2009 VQ001 AND FINAL MARCH 24, 2010 OMB No. 2577-0226 Expires 4/30/2011

1.0	**PHA Information** PHA Name: Virgin Islands Housing Authority PHA Code: VQ 001 PHA Type: ☐ Small ☐ High Performing ☐ Standard ☐HCV (Section 8) PHA Fiscal Year Beginning: January 2010
2.0	**Inventory** (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 3282 Number of HCV units: 1358
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. VIHA's new 5 Year Plan begins January 2010 to December 2014.
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: "To provide decent, safe and sanitary housing through quality maintenance, management and modernization services in a strategically planned and cost effective manner that will distinguish the agency and provide a better quality of living".

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.

5 Year Strategic Quantifiable Goals and Objectives:

VIHA Strategic Goal No. 1: Increase and sustain management and operational efficiency and adherence to commitments made to HUD including the Memorandum of Agreement (MOA), Strategic Operations Work (SOW) Plan, organizational realignment of responsibility and accountability for VIHA staff members.

Goal No. 1 Overview.

VIHA will make progress toward its ultimate goal of becoming a high performing public housing authority by satisfying, and in some cases, exceeding the commitments, responsibilities and obligations identified in the Memorandum of Agreement [MOA] signed by Board and Executive Director in July 2009 by HUD and VIHA. In seeking aggressively to meet these commitments, responsibilities and obligations, VIHA will rely heavily on HUD's approval and technical Assistance, a motivated, organized and focused staff and contractors to execute VIHA's activities with excellence, professionalism, and a commitment to customer service.

Goal No. 1 Objectives.

A. Implement Memorandum of Agreement (MOA) signed July 2009. Implement, manage and document timely reporting on MOA Targets and Strategies to accomplish all performance requirements.

B. Implement Management Recommendations. Implement applicable recommendations for the improvement of service delivery and operations flowing from various HUD reviews, audits and assessments of VIHA's operations and programs.

C. Realignment of Key VIHA Staff. VIHA seeks to sustain and enhance its operational and organizational activities by using an efficient Asset Management staffing model that realigns responsibilities, titles and accountability for VIHA staff members to ensure that VIHA can meet its commitments and responsibilities to residents, participants, HUD and the broader community. VIHA realignment and reorganization may include new senior management positions and a repositioning of existing senior and mid-level management positions. VIHA will also begin aligning its staff to meet the asset management and project-centric requirements of HUD. VIHA will review its organization annually making appropriate changes as recommended through the review process and recommended by the Executive Director and approved by the Recovery Administrator and in the future by VIHA's Board of Commissioners

D. Section 504 / ADA Compliance: VIHA will comply with the recent MOA Short term, Midterm and Long term targets and strategies and meet all performance completion timelines, appointing a Section 504 Coordinator who will implement inspections and preventative plans to ensure future monitoring compliance.

E. Sustain Improvement of Housing Choice Program. VIHA will work to ensure that the Housing Choice Voucher Program designs processes and policies that will serve to continuously improve performance, promote self-sufficiency, improve reporting rates, increase customer satisfaction and achieve high performing status in Annual SEMAP Certification.

F. Continue Staff Training. VIHA will request Technical Assistance based on the MOA for HUD to provide increased technical assistance and important tasks that are not in the MOA to be incorporated into a Strategic Action Plan. VIHA will take advantage of training opportunities offered by HUD, HUD's contractors, national or regional professional trade organizations and the in-house expertise of its senior management. VIHA will also ensure that staff members benefit from on-going training opportunities, including periodic training sessions related to accessibility requirements, customer service, safety, asset management, human resources and other maintenance policy and other requirements. New measurement tools to ensure skill transfer will be implemented.

G. Information Technology Improvements. VIHA will purchase, install, train and manage the successful migration to VIHA's new PHA software. Concurrently, will continue assessing its current and anticipated information technology and telecommunications needs and enhance its technology infrastructure to meet those needs. VIHA will seek to resolve stabilization problems with Infrastructure. Implement critical recommendations from IT infrastructure assessment and recommendations report. Upgrade Network Security Infrastructure. Enterprise Checkpoint and Demarc Intrusions Detection System to protection new Voice Over Internet Protocol (VOIP) investment.

H. Energy Savings Initiative. VIHA will continue its Energy Savings Initiative through the implementation of the Energy Performance Contracting Program in which VIHA (subject to financing considerations) institutes energy conservation measures that may include, but not be limited to: individual metering of the water distribution system in various VIHA communities; development of water consumption standards/parameters; education of residents on water use practices; billing to residents for excess use of water and other energy; installation of other energy savings devices in VIHA apartments; and upgrading the infrastructures of various energy delivery systems.

VIHA Strategic Goal No. 2: Fully implement Asset Management to ensure HUD's compliance and benefits through project base budgeting and accounting, Property Management Services, effective COCC Services, Energy Conservation, Site Base Waiting List, and Project-Based Procurement

Goal No. 2 Overview: VIHA will fully implement all components of Asset Management tailored to fit and styled to create an efficiently operating system. The VIHA will implement Asset Management Model by adopting best practices of project-base budgeting and assignment of balance sheet, effective arrangement of property services, fee for services and cost allocations distinctions, properly charge and verify Central Office Cost Centers operations, maximize energy conservation and resources while employing project base procurement policies and procedures.

Goal No. 2 Objectives:

A. Project Base Budgeting: Implement project based budgeting by developing a comprehensive processes that determines income and expenses, financial benchmarks for reasonableness of income and expense projections, actual to budget performance, monitoring and controls.

B. Implement Property Services Allocation/Prorating Staff:

C. Establish and comply with the requirements of Project Base Balance Sheet:

D. Create a Value Added Central Office Cost Center that maximizes on quality:

E. Create Site Base Waiting List:

F. Create Energy Conservation Policies, Procedures and Processes for Greater Energy Conservation:

G. Create and implement an efficient tailored Site Base Procurement:

VIHA Strategic Goal No. 3: Create a roadmap to High Performance that incorporates the new PHAS with its new scoring methodology. Educate and coach staff to ensure full understanding, application of scoring tools, problem solving models that diagnose and improve performance.

Goal No. 3 Overview: Increase VIHA current PHAS scores to High Performance through a model that systematically grows comprehensive application of knowledge and PHAS talent for success. Concentrate resources to resolve problems

Goal No. 3 Objectives:

A. Training and Development with Skill Transfer Measurement and Application:

B. Implement and maximize on the Benefits on how we Improve and Sustain Improved PHAS Scores:

C. Understanding and Applying the PHAS Scoring Tool:

D. Develop tools to monitor performance:

VIHA Strategic Goal No. 4 : Development additional Affordable Housing by means of Investigating, designing, partnering and implementing redevelopment initiatives.

Goal No. 4 Overview: VIHA will design and implement a "road map" that will focus on the development of additional housing resources and the gradual financial independence of VIHA. Subject to funding identification and availability, VIHA's redevelopment activities primarily will consist of a five-prong approach focusing on: (1) demolition of dilapidated and obsolete public housing, (2) modernization of remaining public housing, (3) redevelopment of affordable housing (4) acquisition or additional housing and (5) public/private partnerships culminating in new mixed income mixed finance communities.

Goal No. 4 Objectives:

Subject to funding identification and funding availability, VIHA will undertake the following objectives:

A. Demolition of Dilapidated and Obsolete Public Housing. Relocate existing residents either to other public housing or via replacement housing choice vouchers. Demolish the obsolete public housing communities identified in VIHA's Annual Plans. Systematically identify any additional communities or units that should be demolished due to their dilapidated and obsolete condition assessed through the recommendations made by the most current Physical Needs Assessment/Viability Study.

B. Modernization of Existing Apartments. VIHA will rehabilitate viable units in one or more of the existing VIHA communities. Such modernization will include, but not be limited to, exterior masonry and structural concrete repairs, electrical and plumbing codes upgrades and energy-efficient improvement.

C. Redevelopment of Affordable Housing Resources. VIHA will redevelop one or more communities on vacant land it currently owns, vacant land through demolition activities, vacant land received from a governmental or charitable entity, or other land secured by VIHA. VIHA contemplates redevelopment using a mixed-income mixed-finance model.

D. Acquire Existing Property(ies). VIHA will redevelop additional affordable housing through the acquisition of one or more existing multi-family property (ies).

E. Acquire New Affordable Housing Resources. VIHA may acquire and newly construct marketable quality affordable housing.

F. Develop Additional Elderly Housing. VIHA may seek to develop additional elderly housing for low income families to meet the rising need for elderly housing resources in the Virgin Islands. The VIHA will partner with other service providers.

G. Development through Public/Private Partnerships. VIHA may partner with the territory government, city, community development organizations, real estate companies, foundations, financial organizations and/or developers to create additional affordable housing resources and/or identify financial resources for affordable housing use.

H. Creation of a Redevelopment Subsidiary of VIHA. VIHA will create a redevelopment subsidiary or redevelopment entity through which it will engage in one or more of its redevelopment initiatives.

I. Interaction with other Redevelopment Entities. VIHA will continue to interact (directly or through a newly created redevelopment subsidiary) with territory and city entities with the same or similar redevelopment goals, focusing on the creation or maintenance of affordable housing resources in the

Virgin Islands.

J. Develop and Expand Project Based Affordable Housing. Expand Project-Base Housing Choice Voucher (HCV) assistance by increasing the availability of affordable housing units through increased participation of private landlords and owners. We will solicit proposals from landlords to utilize project based vouchers in the development and financing in the construction of new units for the Housing Choice Program. Selection of accepted tenants will be from VIHA's existing HCV waiting list.

VIHA Strategic Goal No 5: Develop a viable homeownership strategy and program for low income families in the Virgin Islands.

Goal No. 5 Overview: VIHA seeks to design, market and implement a comprehensive homeownership strategy that will encourage and assist qualified residents to achieve homeownership. VIHA will also implement a post-purchase program and educational strategies designed to assist families remain homeowners.

Goal No. 5 Objectives:

A. Develop Homeownership Program. VIHA will develop a homeownership program that assists low income families to move from renting status to homeowners. The Program will include, at a minimum, pre-purchase counseling, escrow requirements, and family self-sufficiency requirements, mandatory homeownership related courses, post-purchase counseling, and a tracking component.

B. Implement Homeownership Program. VIHA will implement the homeownership program and identify an appropriate number of families to assist annually.

C. Develop Community Partnerships. VIHA will develop appropriate partnerships with financial institutions, governmental entities, realtors, home inspectors, developers and other real estate professionals to assist VIHA to help low income families achieve homeownership.

D. Develop Marketing Strategy. VIHA will work with the Virgin Islands Housing Finance Authority to develop and implement a marketing strategy for its homeownership program designed to inform low income families about the benefits of participating in the program.

VIHA Strategic Goal No. 6: Enhance the quality of life for assisted families by providing opportunities to participate in an economic Self-sufficiency Program and by coordinating with community partners and faith-based providers.

Goal No. 6 Overview.

VIHA will encourage more families to participate in VIHA's economic Self-sufficiency Program and thereby achieve economic and life-style independence. VIHA will enhance its coordination with community and faith-based providers in an effort to make additional resources available to VIHA's residents. In addition, VIHA seeks to improve its monitoring and tracking systems to ensure optimal baseline needs, develop core programs with target outcomes.

Goal No. 6 Objectives.

A. Enhance Resident Initiatives. VIHA will enhance its resident initiatives programming providing opportunities for the residents to participate in computer labs, practical life skills, job readiness and employment skills, enhance educational opportunities, obtain GED and prepare for SAT exams leading to higher education.

B. Enhance Resident Programs targeted to Youth. VIHA will seek to provide valuable resident initiatives programs targeted to youth and the challenges youth encounter.

C. Enhance Marketing and Publishing Activities. VIHA will enhance its publication capacity and develop print material, newsletters and other communication vehicles that will inform VIHA's residents, participants, and the broader community about significant activities involving VIHA.

D. Develop Partnerships and Raise Funding. VIHA will continue to develop and pursue income sources and sponsorships for specific programs promoting VIHA's mission through partnerships, solicitation of community support, and sponsoring community-based functions.

E. Execute Memoranda of Understandings. VIHA will negotiate and execute a minimum of three (3) Memoranda of Understandings with community, faith-based or service providers to provide valuable economic, social, and/or life-style services to VIHA's residents. VIHA will also strengthen partnerships with organizations already providing social or other services to VIHA communities including the Virgin Islands faith-based organizations.

F. Provide Community/Service Provider Listing. VIHA will develop a comprehensive listing of community and service providers along with a description of the services each provides and make the list available to VIHA's residents.

G. Develop Small Resident Businesses Models. VIHA will develop partnerships to establish business Plans for residents owned small businesses that would utilize Section 3 Residents.

VIHA Strategic Goal No. 7: Enhance the attractiveness and marketability of the housing stock and neighborhoods in order to attract more working families.

Goal No. 7 Overview.

VIHA will develop strategies and activities designed to improve the curb appeal, preventive maintenance, resident responsibility and vibrancy of the communities. This will include consistent, swift and aggressive lease enforcement. As a result, VIHA expects residents will become more involved in, and accountable for, the neighborhoods in which they reside, and residents will begin to "take ownership" of their communities.

Goal No. 7 Objectives.

A. Lease Enforcement. VIHA will ensure that the Public Housing Lease is swiftly and strictly enforced, including but not limited to, the collection of rent in a timely manner; additional charges for delinquent rent, unacceptable housekeeping, and trash in the yards; and swift enforcement against those residents engaging in criminal activity or otherwise harming the peaceful enjoyment of the community by other residents.

B. Curb Appeal and Maintenance. VIHA will continue to encourage that the curb appeal of each community is maintained at an acceptable marketable level and that routine maintenance is performed within acceptable times. VIHA will establish quality control procedures for preventative maintenance.

C. Economic Independence Pathway. VIHA will implement, and if necessary initiate additional, local and ranking preferences designed to attract more working families to VIHA's communities. VIHA will also institute a voluntary program that will allow motivated working families a clear and progressive pathway through VIHA's various programs toward the ultimate goal of homeownership and economic independence.

D. Neighborhood Improvement Plans. VIHA will continue its active consultation with Resident Councils and neighborhood representatives, to draft, update and promote neighborhood improvement plans for each community, thereby establishing the role of residents in achieving maximum neighborhood appeal.

E. Marketing Plan. VIHA will implement a comprehensive marketing plan and strategy that promotes VIHA's communities, programs, resources and services.

End -5 Year 2010-2014 Plan – Goals

(5.2 continued) Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Below includes major accomplishments.

Executive Summary Status Statements Major Goals Accomplishments Annual Plan

---

HUD Strategic Goal: Improve community quality of life and economic vitality

- Received Funding for the Weed and Seed Strategy in the amount of $180,000 for a variety of programs.
- The VI Department of Human Services has granted funding for the After School Tutorial Programs in both Districts in the amount of $92,300.
- An additional five (5) grant applications were approved for a total of $5,225 to support programs including Financial Literacy, Community Beautification, Nutrition and a Summer Arts Program.

5 Year Plan - VIHA Strategic Goal No. 3: Enhance the quality of life for assisted families by providing opportunities to participate in an economic Self-sufficiency Program and by coordinating with community and faith-based providers.

Enhance Resident Initiatives.

- Over 170 families were assisted through the Volunteer Income Tax Assistance Program, GED and Computer Literacy classes.
- Implemented the Section 3 Policy Statement and Operating Procedures to enhance agency coordination for resident entrepreneurial opportunities and training.
- VIHA partnered with Catholic Charities of the VI to offer a financial education course over a seven (7) week timeframe entitled "Paths to Prosperity". A total of eight (8) residents participated.
- A total of $90,000 was awarded from Department of Human Services and $180,000 from the VI Legislature for resident programs.
- Additional Programs implemented include: After-School Tutorial, Summer Enrichment Program activities, Drug Education for Youth, Scuba Dive Program, Youth Leadership Academy, and the Youth Steel Orchestra.

Enhance Resident Programs Targeted to Youth.

- Twenty-six (26) youth from seven (7) communities participated in earning income during the summer and contributing to the beautification of their communities through organized community clean-up.

5 Year Plan -VIHA Strategic Goal No. 5: Increase and sustain management and operational efficiency and adherence to commitments made to HUD; including the realignment of responsibility and accountability for VIHA staff members.

Implement Management Recommendations**.**

- VIHA has successfully reduced its audit findings from eight (8) in fiscal 2006 to four (4) findings in FY 2007.
- Individual properties are now provided a monthly report on revenues, expenditures and related variances report in support of management decisions in the best interest of the properties.

Realignment of Key VIHA Staff:

- In July 2009 submit a new Stop Loss Package to HUD and substantiate the implementation of HUD's Asset Management Model. Earlier in 2009 VIHA eliminated six (6) departments and directors positions.
- Created a new organization chart and continues to reassess implement key staff realignments.

Continue Staff Training:

- Asset Management Courses provided by consultant and in-house staff – New Standard Operating Procedures using Desk Guides, New Revision to the PHAS Guidelines; Asset Management Quality Control and Assessment Responsibilities; Webinar –EIV; In-house Enterprise Income Verification Training; Patterson & Associates - 2009 Asset Budget Management Training; Understanding the Asset Management Requirements of the Capital Fund Program; Hope Six Green Building and Energy Efficient

Development Conference; Managing & Stretching Your Money / Resident Rights & Responsibilities Workshops

- Legal – Housing & Development Law Institute 2009 Annual General Counsel Conference and Meeting
- Executive Office: Resident Advisory Board – FY 2009 Roles and responsibilities; Training of Steelworkers Union Officials- VIHA's FY 2009 Budget Deficit
- Public Relations & Resident Services – 2009 Weed and Seed Conference; 2009 Children, Youth and Families at Risk National Conference; Substance Abuse and Mental Health Services Administration 2009 Data Infrastructure Conference and Meeting

LIMITED ACCOMPLISHMENTS IN NEW EXECUTIVE DIRECTOR'S TRANSITION YEAR (2008)

a. Established permanent executive leadership for progressive vision
b. Identify PHA resource to assist VIHA to implement a strategic planning process, vision and new mission for agency
c. Utilized funding from Territory to reoccupy long-term vacant units
d. Returned thirty-five acres of land to Territory control
e. Removed functionally obsolete public housing from inventory
f. Initiated HUD-required Asset-based budgeting, accounting, and management
g. Improved communication between elected officials and resident leaders

FY 2009 – In the 1st quarter of 2009 HUD Appointed a new Chairman to the Board of Commissioners – Ms. Mirza Negon Morales, Recovery Administrator

Management Operations

A. Monitor Impact of Reorganization**:**

- Monthly meeting, pre-Board meeting, Radar Screens, Key Performance Indicators and adoption of high performing PHA's best practices has been adopted.

B. Revised Management Documents.

- Amended Admission and Continued Occupancy Plan in 2009.
- The Housing Choice Voucher program Administrative Plan was amended.

C. Strict Lease Enforcement.

- An Asset Management Quality System was implemented in late 2008.

D. Revised Standard Operating Procedures.

- New Housing Managers Procedural Manual distributed and implemented. Training is ongoing.

E. Enterprise Income Verification (EIV) Protocols.

- Staff training is completed and additional targets established in the MOA.

Summary of some Asset Management Accomplishments

1. Increased occupancy to 80%
2. Implemented Project Based Budget.
3. Reduced Turnaround time for vacant units

Summary Of some Accomplishments for the Procurement Division

1. Contract for IFB #2008-019-Exterior Painting & Structural Concrete Repairs at Lucinda Millin Home for the Elderly awarded to Mack Construction in the amount of $564,317.45 to be completed in one hundred twenty (120) calendar days.
2. Contract for RFQ #2008-031 – Employee Assistance and Work/Life Program (EAP) awarded to CIGNA Behavioral Health, Inc.
3. Contract for IFB #2008-034-Tutu Demolition of Buildings 1, 2, 3 and 9 awarded to Grade-All Heavy Equipment in the amount of $1,911,351.00 to be completed in one hundred eighty (180) calendar days.
4. Contract for IFB #2008-037 – Emergency Rehabilitation of D. Hamilton Jackson and J.F. Kennedy awarded to Apple Construction in the amount of $409,577 to be completed in sixty (60) calendar days.-Package No. 1
5. Contract for IFB #2008-041 – Emergency Rehabilitation of Wilfred Pedro Home for the Elderly awarded to Apple Construction in the amount of $167,570.00 to be completed in sixty (60) calendar days - Package No. 5

6. Contract for RFQ #2009-001 – Janitorial Services at Lucinda Millin Home for the Elderly awarded to Marilyn's Cleaning Service in the amount of $24,000 for twelve (12) months.
7. Contract for RFQ #2009-003 – Grounds Maintenance/Landscaping at Estate Tutu Community awarded to Badeau Landscaping & Trucking Service in the amount of $38,220 to be completed in ninety (90) calendar days.
8. Contract for RFQ #2009-004 – Grounds Maintenance/Landscaping at Estate Bovoni awarded to Badeau Landscaping & Trucking Service in the amount of $38,220 to be completed in ninety (90) calendar days.
9. Contract for RFQ #2009-009 Trash Removal Services at VIHA Central Office Complex-St. Thomas awarded to Patrick Charles Enterprises in the amount of $4,800 for twelve (12) months.
10. Contract for IFB #2009-010 – Concrete Bridge Removal & Replacement Building 15-Estate Tutu Apartments awarded to Bryan Chick Construction Services in the amount of $101,907.14 to be completed in seventy-five (75) calendar days.
11. Contract for IFB #2009-011 – Exterior Painting & Structural Concrete Repairs to Dwelling Unit Buildings & Community Center Building at Contant Knolls awarded to GEC, LLC in the amount of $743,850.00 to be completed in two hundred thirty-five (235) calendar days.
12. Contracts awarded to ten (10) vendors for RFP #2009-013 – Indefinite Delivery Indefinite Quantity (IDIQ) Contracts with one (1) or more Qualified Contractors to Rehabilitate Vacant Units in the St. Thomas and
    St. Croix Districts. Awaiting full execution of Contracts.
13. Due Diligence was conducted and Carlisle Development was picked for RFQ #2009-018 – Developer Partner for the Louis E. Brown Revitalization Project on St. Croix, U.S. Virgin Islands. MOA is being worked on.
14. Contract pending for Buck Consultants, LLC for RFQ #2009-019 – Consulting Service to Provide an Actuarial Valuation for GASB 45 Compliance in the amount of $12,000 to be completed in one (1) year.
15. Contract for IFB #2009-021 – Center Roof and Gutter Resurfacing at Lucinda A. Millin Home for the Elderly awarded to JUB King & Associates in the amount of $36,148.46 to be completed in twenty one (21) calendar days.
16. Due Diligence was conducted and HAB, Inc. was picked for RFP #2009-022 – Integrated Software Solution and Service in the amount of $309,485.00. Contract Pending.
17. Prepared and submitted Capital Fund Stimulus Grant Procurement Policy for Board Approval.
18. Processed and submitted to CFO, nine hundred-seventy (970) Purchase Orders for St. Thomas and nine hundred-one (901) Purchase Orders for St. Croix.
19. Launched Bid Solicitations on VIHA's Contracts and Bids Website
20. Over seventy Percent of the ARRA- Stimulus funding has been awarded. Balance to be obligated before 2010 deadline.

Modernization /Redevelopment Activities

Physical Needs Assessment.

- The 2009 Physical Needs Assessment and Viability Study (PNA & VS) has been completed and the recommendations presented to HUD.
- Major efforts have been strategized to reduce the number of Deferred Maintenance Vacant Units. All Vacant Units within 10 developments (5 on St. Thomas and 5 on St. Croix) under Maintenance and Modernization are scheduled to be at 100% occupancy by November 30, 2009. The use of Force Account and ID/IQ contractors are simultaneously assisting in achieving this goal.

A. Energy Performance Contracting.

- Under the HUD-Approved Energy Performance Contract (EPC) to implement energy savings and conservation initiatives at 9 of the 23 VIHA communities, Ameresco, Inc. has had several delays in the construction phase of the project putting the project approximately 1year behind the originally scheduled completion date. The construction phase is approximately 96% completed.
- These energy savings and conservations initiatives include, but are not limited to: replacement of underground piping infrastructure, individual metering of the water distribution system in various VIHA communities; installation of the leak detection equipment; development of water consumption standards/parameters; education of residents on water use practices; education of VIHA Maintenance staff on product installation and maintenance; billing to residents for excess use of water and other energy; installation of other water energy savings devices in VIHA apartments;

and the replacement of lighting fixtures and bulbs.

- VIHA has negotiated for the energy savings initiatives will be projected for a period of twelve (12) years.
- Funding of $6,800,320.00 for the Phase I energy savings initiatives comes from the debt financing of a commercial lending institution, DeLage Landen Public Finance, LLC (DLL).
- Ameresco, Inc. has projected that the $6.8 million dollars in financing will yield a savings projection of $1.1 - $1.2 million dollars annually to VIHA beginning in FY2008. However, to date, due to the delay in the construction period, the projected savings stream has not been validated by Ameresco, Inc. Ameresco, Inc. has committed to honor the guarantee of the contract and resolve any outstanding issues that may hinder the realization of the savings.
- The Measurement and Verification Phase is expected to begin November 2009.

Summary of Accomplishments Information Technology (IT)

Microsoft Office 2007 Suite upgrade:
Upgraded all end users to Microsoft Office 2007 is 100% completed.

Email Platform Migration:
Upgraded email system to a new hardware/ software platform.

ADP Time Clock Implementation:
Deployed ADP clocks to all AMP zones and main office to allow for the clocking in and out of VIHA employees.

Phase 1 Swipe Card Door Access:
Implemented a swipe card door access system to allow for documented entrance and exit of all VIHA employees.

Track-IT system upgrades/ System Add-On:
Upgraded ticket tracking (work order) system, Track-IT with the latest upgrade release.

VIHA Webmail Account Setup:
IT has recently created webmail accounts for all VIHA employees.

Summary of Accomplishment Human Resources Division (HR)

Implementation of ADP's Self Service System
A web based service that gives employees direct access to their personal and agency information Implementation and staff trainings complete.

Employee Assistance Program (EAP) Implementation
Implemented July 1, 2009

Fair Labor Standards Act Personnel Policy Update
Corrective action based on the Fair Labor Standards Act. Audit finding. Implementation Resolution 3213 to VIHA's Personnel Policy, Chapter XII, Employee Benefits Program, F.2. Recording Work Hours.." Staff Training completed.

GERS Data Recovery Project
The Government Employees' Retirement System (GERS) required VIHA upgrade report electronically on the service and salary history for all active members. Project Completed for 218 active employees

Family Medical Leave Act and Donated Leave Training
VIHA staff trained on the Family Medical Leave Act (FMLA) and Donated Leave Program.

Job Vacancy Hotline
Implemented July 16, 2009VIHA's website, bulletin boards hotline with job vacancy posting is being advertised.

CIGNA Negotiations

VIHA fiercely and successfully negotiated our group medical, dental, vision and pharmacy insurance with CIGNA for one additional year with no increases. Completed Benefit Meetings with all employees by March 5, 2009.

Implementation of HRIS

Successfully implemented Human Resource Information System (HRIS) that is integrated with Payroll.

Violence in the Workplace Training

All VIHA staff s trained on avoiding and deal with violence in the workplace.

Salary Increases for Calendar Years 2006, 2007, and 2008

HR staff successfully created, entered, and completed retroactive increases for all employees.

Sexual Harassment Training

VIHA staff trained on sexual harassment, what it is, how to report it, and on VIHA's policies and procedures. Completed August 14, 2008.

Certified Occupancy Specialist Training and Testing

VIHA staff was trained on occupancy rules and HUD regulations and tested on the knowledge transfer of same. Completed July 2008.

Health Initiatives

VIHA educated employees on how to lower health care costs, A series of events aimed at educating staff and lowering health care costs on health challenge health fair, distribution of CIGNA Newsletters.

6.0

Key Staff listing

PHA Plan Update

(a) **Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:** The ACOP was last revised on 03-28-07.

(b) **The 5-Year Plan and Annual Plan** is available at both the Central Offices and HCVP-VIHA Central Office Annex-STT and at all AMPs. In 2010 the HUD approved 5-Year and 2010 Plans will be on VIHA's website. *(See physical locations where plans can be reviewed at the end of this 6.0(a) section*)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** No changes were made to our existing Admission and Continued Occupancy Policy **(ACOP).** We have attached the ACOP to provide detail information.
   Deconcentration data was updated (9/30/09) based on present occupancy demographics as shown below:

The Virgin Islands Housing Authority performed a review of all of its Family developments to determine if there are any that would be covered by the Deconcentration Rule. The Deconcentration Rule provides that the average income for all covered communities should fall between 85% and 115% of the Authority-wide average income ("Established Income Range" or "EIR"). VIHA performed the required analysis and found that the average annual income increased for all of VIHA's covered communities on St. Thomas was increased to $19,105.08 per household. VIHA found that the average annual income for all of VIHA's covered communities on St. Croix increased to $10,732.15. This amount was only 56.17% of the St. Thomas average household income. This led to a combined authority-wide average income for all of the covered developments of $16,011.56. The table below shows that seven (7) of the St. Thomas developments were outside of the upper range of the EIR (115%) and nine (9) of the St. Croix covered developments were outside the lower range of the EIR (85%).

AMP Number	Development Name	Average Income (as of 09/30/09)	Family Communities Average Income	Percentage relative to EIR	Action Plan Required
St. Thomas				Outside upper range	
11	Oswald Harris Court	$18,716.23	$16,011.56	116.89%	Yes
12	Estate Tutu Apartments	$23,384.62	$16,011.56	146.05%	Yes
12	Anna's Retreat Heights	$35,851.00	$16,011.56	223.91%	Yes
14	Paul M. Pearson Garden	$18,906.77	$16,011.56	118.08%	Yes
14	Addition to Bergs Home	$19,988.13	$16,011.56	124.84%	Yes
15	Michael J. Kirwan Terrace	$20,726.39	$16,011.56	129.45%	Yes

15	The Knolls at Contant	$22,256.12	$16,011.56	139.00%	Yes
St. Croix				Outside lower range	
21	D. Hamilton Jackson Terrace	$10,175.05	$16,011.56	63.55%	Yes
21	Ralph deChabert Place	$7,899.41	$16,011.56	49.34%	Yes
22	John F. Kennedy Terrace	$10,828.70	$16,011.56	67.63%	Yes
23	Aureo Diaz Heights	$8,721.27	$16,011.56	54.47%	Yes
23	Candido R. Guadalupe Terrace	$9,559.10	$16,011.56	59.70%	Yes
24	Addition to Marley Homes	$9,870.38	$16,011.56	61.65%	Yes
24	Ludvig E. Harrigan Court	$12,675.74	$16,011.56	79.17%	Yes
24	Marley Homes	$11,826.50	$16,011.56	73.86%	Yes
24	Walter I. M. Hodge Pavilion	$10,157.73	$16,011.56	63.44%	Yes

2. Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2008 grants)**		
a) Public Housing Operating Fund	$18,397,142	Public Housing Operations
b) Public Housing Capital Fund (2008)	$6,541,574	Public Housing Modernization
c) HOPE VI Revitalization	$0	
d) HOPE VI Demolition	$1,704,000	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$4,318,801	Housing Choice Voucher HAP and Admin Operations
f) Resident Opportunity and Self-Sufficiency Grants	$0	
g) Community Development Block Grant	$0	
h) HOME	$0	
Other Federal Grants (list below)		
Single Room Occupancy (SRO) Vouchers	$42,664	Housing Choice Voucher - Rehabilitation Program HAP and Admin Operations
Shelter Care (SC) Vouchers	$43,596	Housing Choice Voucher – Shelter Care HAP And Admin Operations
Weed and Seed	$150,000	Affordable Housing/ Supportive Services
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Youth Build	$525,000	Affordable Housing/ Supportive Services
CFP 2007	$2,674,731	Public Housing Modernization
CFP 2006	$49,703	Public Housing Modernization
CFP 2005	$207,422	Public Housing Modernization
CFP 2004	$0	Public Housing Modernization
CFP 2003	$0	Public Housing Modernization
Capital Fund Replacement 2000	$0	Public Housing Replacement Housing
Capital Fund Replacement 2002	$0	Public Housing Replacement Housing
Capital Fund Replacement 2003	$0	Public Housing Replacement Housing

Capital Fund Replacement 2004	$0	Public Housing Replacement Housing
Capital Fund Replacement 2005	$0	Public Housing Replacement Housing
Capital Fund Replacement 2006	$9,606	Public Housing Replacement Housing
3. Public Housing Dwelling Rental Income	$5,376,675	Public Housing Operations
4. Other income (list below)		
Bad Debt Collection	$0	Public Housing Operations
Interest	$59,245	Public Housing Operations
5. Non-federal sources (list below)		
Local Government Funding (See CFO for Details)	$242,567	Affordable Housing/ Supportive Services
6. HUD's ARRA Federal Source	$9,415,808	Exterior Bldg Sys. & Structural Repairs
Total resources	**$49,758,534.00**	

3. **Rent Determination – No Change in Admission & Continued Occupancy Policy (ACOP).** We have attached the current ACOP. In Chapters 6 it references Rent Determination information.
4. **Operation and Management:** Major changes have occurred through the implementation of HUD's Asset Management Model. VIHA has refined its organization structure to reflect operational maintenance and management decentralization. Current Policies are scheduled for revisions in 2010 based on the actual need and study that will lead to the change. Concurrently, VIHA has now developed a Housing Managers Procedural Manual (HMPM). This resource is intended to assist VIHA in transitioning to project based management. The manual main purpose is to:
    a. Provide each property manager and other site personnel with the routine operation instructions and general expectations for the day-to-day operations of his /her development.
    b. Designed as a simple reference guide consists of sample procedures for centralization, project based structure, job descriptions and (17) seventeen chapters.
    c. The implementation of the new Manuals also includes ongoing staff training and new quality controls.

    As document are fined tuned the need for future policy changes may / will become evident and such will be made..

5. **Grievance Procedures –** We have attached our current ACOP. In the Appendix page 165, we have the Grievance Policy and Procedures.

6. **Designated Housing for the Elderly and Disable Families**
    VIHA is applying and plan to apply for approval to designate public housings for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C.1437e) in the upcoming fiscal year.
    The communities are:

Designation of Public Housing Activity Description
1a. Development name: Oswald Harris Court – AMP 11 1b. Development (project) number: VQ001005
2. Designation type: Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one)

Planned application ☒
4. Date this designation approved, submitted, or **planned** for submission: (July 30, 2010)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan
6. Number of units affected: 16

Designation of Public Housing Activity Description
1a. Development name: Lucinda Millin Homes for the Elderly – AMP 14 1b. Development (project) number: VQ001011
2. Designation type: Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Planned application ☒
4. Date this designation approved, submitted, or **planned** for submission: (July 30, 2010)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan
6. Number of units affected: 85

Designation of Public Housing Activity Description
1a. Development name: Wilford Pedro Homes for the Elderly (f/k/a Whim Gardens for the Elderly)-AMP 25 1b. Development (project) number: VQ001021
2. Designation type: Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Planned application ☒
4. Date this designation approved, submitted, or **planned** for submission: (July 30, 2010)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan
6. Number of units affected: 98

Designation of Public Housing Activity Description
1a. Development name: Joseph E. James Terrace – AMP 22 1b. Development (project) number: VQ001033
2. Designation type: Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) Planned application ☒
4. Date this designation approved, submitted, or **planned** for submission: (July 30, 2010)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan
6. Number of units affected: **34**

7. **Community Service and Self-Sufficiency.** Information in the attached ACOP on Family Self-sufficiency is found in Chapter 13.

(1) Resident Services Program Descriptions

GED Preparation Program: The GED Preparation program primarily targets public housing residents who have not earned their high school diploma or equivalent but is also available to residents in the areas surrounding public housing communities. Instruction is provided in Math, Science, Social Studies, English, Reading and the development of writing skills for the purpose of passing the GED exam and to practically improve basic academic skills to increase job-readiness. The classes are conducted during the evening hours on Mondays through Thursdays at 3 communities in both the St. Thomas and the St. Croix Districts.

Computer Literacy Program: The Computer Literacy Program is designed for residents to increase job readiness skills and gain an overall understanding of the computer. The program is intended to prepare residents without prior knowledge and skills to understand and function within a computerized environment. The course exposes residents to the terminology of computer systems, keyboarding, how to effectively use software applications, and provides the background necessary to become a comfortable, confident computer user.

Ultimately, this program assists residents to be better prepared for today's increasingly technological work environment.

After School Tutorial Program: The After School Tutorial Program is targeted to at-risk public housing children ages 6-13. The program encompasses homework assistance and one-on-one tutoring in all academic concepts by certified professional educators while providing a safe environment for learning and positive social growth. The program goals are to build academic sufficiency and to provide the necessary support to enhance reading capabilities, self-esteem, social and emotional development.

YouthBuild Program: The YouthBuild U.S. Virgin Islands program is a federally funded multi-faceted program geared towards out of school young adults between the ages of 16-24. The program targets very-low income individuals residing within public housing and other surrounding low income communities. Participants in the program are offered academic remedial courses, leadership development, career development skills, and construction skills through classroom and on-site training. The program offers young adults in our community an opportunity to earn their high school diploma, as well as develop job readiness skills by exploring concept-based curriculum in small classroom settings with individualized teaching and attention.

Section 3 Program: The Section 3 program is a HUD mandated provision which requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment and contracting opportunities for low- or very-low income residents, resident owned businesses and Section 3 business concern in connection with projects and activities in their neighborhoods.

(2) Policies

Resident Initiative Policy- It is the policy of the Virgin Islands Housing Authority to respond to residents needs and interests by providing opportunities to build capacity of individuals and families to enable them to become self sufficient, participate in the management and operations of VIHA through democratically elected and recognized Resident Councils and establish safe havens where children and youth can build resilience and assets to enable them to reach their highest level of self worth and productivity.

Policy - Section 3 - The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons; and such employment, training and contracting opportunities flow from certain types of contracts paid for by various forms of HUD operating, development and/or modernization funds assistance; and under HUD regulations, these efforts apply to all contracts and subcontracts (without a dollar threshold) involving the purchase of services or having a significant service component, but not to the purchase of goods and equipment . The Public Housing Reform Act of 1988 (the "Act") requires VIHA to make its best efforts to facilitate assistance in verifying resident compliance with the requirements of the Public Housing Reform Act and to establish resources targeting the needs of assisted housing families for self-sufficiency. VIHA's Department of Public Relations/Resident Services will carry out a compliance tracking program to educate VIHA personnel, contractors, and subcontractors of their respective Section 3 responsibilities; and in conjunction with all VIHA Departments, will track performance of and investigate efforts to carry out the Section 3 mandate; and VIHA has determined when employing Section 3 Eligible Residents directly to work on projects, including temporary, contractual, and seasonal employment, VIHA will absorb the cost of liability insurance by adding Section 3 employees to VIHA's Workmen's Compensation Insurance.

(3) VIHA compliance requirements:

Community Service Self-Sufficiency Requirement: The Department of Housing and Urban Development (HUD) intends to monitor Public Housing Agencies (PHAs) both remotely and on-site for compliance with the community service and self-sufficiency requirement (CSSR), as required by section 12 of the US Housing Act of 1937 and 24 CFR 960 Subpart F.

Purpose: Authorized under Section 12 of the United States Housing Act of 1937, as amended, (the Act), the Community Service Self-Sufficiency Requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. This requirement allows residents an opportunity to "give something back" to their communities and facilities upward mobility.

Section12(c) of the Act enacted on October 12, 1998 as section 512 of the Quality Housing and Work Responsibility Act of 1998, contained a community service and self-sufficiency requirement that ***every adult resident of public housing contribute eight hours of community service each month, or participate in an economic self-sufficiency program for eight hours each month.***

Applicability: The community service and self-sufficiency requirement applies to all adult residents in public

housing except for those exempted under Section12 (c) of the Act. This requirement does not apply to Section 8 tenants.

Exempt: The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- Age 62 years or older.
- Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals.
- Engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
12. The provision of childcare services to an individual who is participating in a community service program.

8. **Safety and Crime Prevention**

PHA Safety and Crime Prevention Measures

1. VIHA Physical Needs Assessment (PNA) and Viability Study (s) along with our annual Management Assessment Sub-System (MASS) provide data and information on need for Security Systems and Drug and Crime Preventions. We have the written PNA 2007 report and the PNA 2009 report now pending. To ensure the safety and security of public housing residents VIHA needs to have ongoing measures on;

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime

2. Information or data VIHA uses to determine the need for PHA actions to improve safety of residents

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Health Related Issues, Domestic Violence, Conflict Management, information contained in individual resident files

3. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Request for Volunteer Resident Patrol/Block Watchers Program or Virgin Islands Police department institute
- Community Policing program (COPS)
- Crime Stoppers Program
- Hot-line for the anonymous reporting of criminal activity
- Tip Box for the anonymous reporting of criminal activity
- Newsletter to residents highlighting some crime awareness and crime prevention techniques
- Develop Standard Specifications and contract out for the purchase and installation of Surveillance Cameras in all VIHA's community
- Implement based on funding availability.

4. Coordination between VIHA and the police for carrying out crime prevention measures and activities:

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community
- policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement
- services
- Police are monitoring surveillance cameras at selected VIHA Communities.

5. New MOA Operational Area 5: Security will afford VIHA the opportunity to meet goals that will lead to the further reduction of crime and improve the quality of life of our residents.

9. **Pets**

VIHA has met the requirements as stated in 24 *C.F.R.* Part 903.7(n). VIHA's Pet Policy is contained in its Comprehensive Admissions and Continued Occupancy Policy Supplement and is available as a supporting document to this FY2006 Annual Plan.

In general, the current Pet Policy allows all qualified residents and in particular, elderly and disabled residents, living in elderly communities or designated elderly areas who so desire to own a pet on VIHA property. VIHA defines a *pet* as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). Title 19, Section 2615c of the V.I. Code specifically prohibits any occupant or resident in public housing from owning, breeding or housing any dangerous dog or pet, except Seeing Eye dogs, within such community. Owning a dangerous dog or pet (i.e. pit bull, Rottweiler, snakes, etc.) is strictly prohibited and is a violation of section 12(w) of the Dwelling Lease. If a warm-blooded animal, the pet can not exceed 25 pounds in weight or 12 inches shoulder height at mature growth. All pets shall be licensed and wear a collar which displays an identification tag. Pets shall be neutered or spayed prior to being allowed on the premises.

A security deposit shall be required of all residents wishing to have a pet residing on the premises. Residents requiring the services or benefit of a Seeing Eye or hearing pet or other animal that is considered as auxiliary aid are exempted from paying the required $50.00 pet deposit. The security deposit is to cover potential damage by the Pet and will be returned in part or in full depending on the cost of damages incurred as a direct result of Pet, as assessed by management at time resident vacates the premises.

10. Civil Rights Certification

The Virgin Islands Housing Authority 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 American with Disabilities Act of 1990, and will affirmatively further fair housing. Civil Rights form HUD 50077-CR completed and signed see certification on page 43.

11. Continues on next page.

Fiscal Year Audit year ending 2008 and 2007.

FALLON & LARSEN LLP

Certified Public Accountants

1390 Route 36, Suite 102
Hazlet, New Jersey 07730-1716
Telephone: (732) 888-2070
Fax: (732) 888-6245

INDEPENDENT AUDITOR'S REPORT

Virgin Islands Housing Authority
St. Thomas, U.S. Virgin Islands

We have audited the accompanying financial statements of the Virgin Islands Housing Authority ("the Authority") as of and for the years ended December 31, 2008 and 2007, as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Virgin Islands Housing Authority, as of December 31, 2008 and 2007, and the respective changes in financial position, and cash flows, where applicable, thereof for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 26, 2009 on our consideration of the Virgin Islands Housing Authority's internal control over financial reporting and our tests on its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

INDEPENDENT AUDITOR'S REPORT (continued)

The Management's Discussion and Analysis on pages 3 through 11, is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of the Virgin Islands Housing Authority taken as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. The accompanying Schedule of Capital Fund Program Costs and Advances is also not a required part of the basic financial statements and is presented for the purposes of additional analysis as required by the U.S. Department of Housing and Urban Development. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Hazlet, New Jersey
September 26, 2009

Fallon & Larsen LLP

No 12. Asset Management Statement

Project-Based Management: The VIHA has made the transition to Asset Management in all respects: Project-Based Management, Project-Based Accounting, and Project-Based Budgeting. The organizational structure has been refined to fully support Asset Management and continue our efforts to arrange services in the best interest of the AMP and properties. Towards the goal of each property being self sufficient, every project has a property manager that is responsible for day-to-day operations of that development.

Central Office Cost Center: With technical assistance from HUD, the VIHA has aligned its COCC revenues and expenses to produce a projected positive cash flow for fiscal year 2009.

Centralized Services: The Authority has categorized its centralized services in accordance with Stop-Loss criteria.

Management: Centralized Leasing staff reports to the Deputies in each District. Waiting List is maintained by the Leasing Supervisor that manages quality control, process of applications; determine eligibility and coordination of files going to site manager. Managing the waiting list from the Centralize Office, allows the agency to control and balance the large number of vacant units on average. The agency will decentralize the waiting list when current vacant units are completed and the Amps have new software installed.

Rent Collection: Function is centralized in the Finance Department. Finance generates the billing. Rent is processed through lock box operations at Banco Popular and uploaded through an automated process, into the Emphasys Flex tenant accounting financials module, and applied to individual tenant ledgers.

Resident Services: Function is centralized to coordinate resident self sufficiency programs, manage residents compliance with the Community Service and Self-Sufficiency Requirement. Secure grant funding, coordinate, monitor, manage, implement programs and report on grant compliance.

Inventory: Function is centralized and reports to Asset Management for control, security, warehouse management, and lack of adequate space at property level. Agency will transition to site based storage as funds become available to construct or secure storage areas.

Motor Pool: Function is centralized and reports to Asset Management; manages fleet operations, maintains vehicles, large equipment, and mechanical tools. This unit is scheduled for phase out.

No. 13. Violence Against Women Act (VAWA). The Authority has updated the VAWA Policy and has amended it to the existing Admission and Continued Occupancy Policy Manual by Board Resolution number 3275, March 24, 2010. Like all policies training of both staff and new residents are mandatory.

VIOLENCE AGAINST WOMEN POLICY

INTRODUCTION

The policy of the Virgin Islands Housing Authority (VIHA) is to ensure that all applicants, tenants and property managers are aware and informed of their rights and obligations under the Violence Against Women Act (VAWA).

A. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant or tenant on the basis that he or she is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(4)(A) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for public housing:

- That an applicant or tenant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if he or she otherwise qualifies for assistance or admission.

Definitions

As used in VAWA:

- 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 cohabitating with or has cohabitated 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.

- The term ***dating violence*** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship

- The term ***stalking*** means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term ***immediate family member*** means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any other person living in the household of that person and related to that person by blood and marriage.

<u>Notification</u>

VIHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under VIHA's policies. Therefore, if VIHA makes a determination to deny admission to an applicant family, VIHA will include in its notice of denial:

- A statement of the protection against denial provided by VAWA.
- A description of VIHA confidentiality requirements.
- A request that an applicant wishing to claim this protection, submit to VIHA documentation meeting the specifications below with her or his request for an grievance hearing.

<u>Documentation</u>

Victim Documentation

An applicant or tenant claiming that the cause of an unfavorable history is that a member of his or her family is or has been a victim of domestic violence, dating violence, or stalking must provide documentation (1) demonstrating the connection between the abuse and the unfavorable history and (2) naming the perpetrator of the abuse. The documentation may consist of any of the following:

- A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence, or stalking.
- A police or court record documenting the domestic violence, dating violence, or stalking.
- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee,

agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant or tenant family, the applicant or tenant must provide additional documentation consisting of one of the following:

- A signed statement (1) requesting that the perpetrator be removed from the household and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit.
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Time Frame for Submitting Documentation

The applicant or tenant must submit the required documentation with his or her request for a grievance hearing or must request an extension in writing at that time. If the applicant or tenant so requests, VIHA will grant an extension of 10 business days, and will postpone scheduling the applicant's grievance hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant or tenant VIHA determines that the family is eligible for assistance, no grievance hearing will be scheduled and VIHA will proceed with admission of the applicant family.

VIHA Confidentiality Requirements

All information provided to VIHA regarding domestic violence, dating violence, or stalking, including the fact that an individual who is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, VIHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

B. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of an applicant's or tenant's household or any guest or other person under his or her control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the applicant or tenant or an immediate member of his or her family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

VAWA also gives VIHA the authority to terminate assistance to any individual who is an applicant or 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 an applicant or tenant or lawful occupant.

VAWA does not limit the authority of VIHA to terminate the assistance of any applicant or tenant if VIHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that applicant or tenant is not evicted or terminated from assistance. However, situations where this might be relevant are extremely rare.

In determining whether an applicant or tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a

property, VIHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location

If the applicant or tenant wishes to contest VIHA's determination that he or she is an actual and imminent threat to other tenants or employees, the applicant or tenant may do so as part of the grievance hearing.

Victim Documentation

When an applicant or tenant family is facing assistance termination because of the actions of a household member, guest, or other person under his or her control and an applicant or tenant or immediate family member claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, VIHA will request in writing that the individual submit documentation affirming that claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline.

The documentation will consist of a completed and signed form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking. In lieu of the certification form, VIHA will accept either of the following forms of documentation:

- A police or court record documenting the actual or threatened abuse
- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

VIHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.

The individual claiming victim status must submit the requested documentation within 14 business days after receipt of VIHA's written request or must request an extension within that time frame. VIHA may, at its discretion, extend the deadline for 10 business days.

If the individual provides the requested documentation within 14 business days, or any VIHA-approved extension, VIHA will reconsider its termination decision in light of the documentation.

If the individual does not provide the requested documentation within 14 business days, or any VIHA-approved extension, VIHA will proceed with termination of the family's assistance in accordance with applicable law, program regulations, and the policies in this plan.

C. TERMINATION

An incident or incidents of domestic violence, dating violence or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant or tenant.

However, VIHA may request certification from a victim that the incident or incidents in question are bona fide incidents of domestic violence, dating violence or stalking. The certification shall be a written statement, prepared and signed, under the penalty of perjury, by an employee, agent or volunteer of a victim services 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, that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence or stalking must also sign the statement and identify the alleged perpetrator of the domestic violence, dating violence or stalking. Alternatively, the victim may submit a federal, state, or local police or court record from which VIHA can ascertain the facts and identify the alleged perpetrator. The victim shall provide such certification within 14

business days after VIHA's written request for the certification. VIHA may extend the 14 day deadline for an additional 10 days at its discretion. Information provided by the victim pursuant to the certification shall be retained in confidence and not shared unless consent is obtained from the victim, in writing, required for use in eviction proceedings or otherwise required by law.

- If a victim has a properly executed certification on file with VIHA:
  (a) an incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence. However, VIHA may bifurcate the Lease to evict, remove or terminate assistance to a lawful occupant or Tenant who engages in criminal acts of physical violence against Family Members or others without evicting, removing or terminating assistance to or otherwise penalizing victimized lawful Tenants or occupants.
  (b) criminal activity directly related to domestic violence, dating violence or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for termination of the tenancy or occupancy rights if the Tenant or an immediate Family Member is the victim or threatened victim of that domestic violence, dating violence or stalking. However, VIHA may evict a victim of domestic violence, dating violence or stalking if it can demonstrate an actual and imminent threat to other Tenants or VIHA employees or service providers if the Tenant's tenancy is not terminated.

D. <u>NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)</u>

The Violence against Women Reauthorization Act of 2005 (VAWA) requires VIHA to inform tenants of their rights under this law, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, VIHA may elect to provide the same information to applicants.

VIHA has established partnership with the United States Virgin Islands Domestic Violence and Sexual Assault Council (DVSAC) which has a proven track record in meeting the prevention and responsive needs of our citizenry.

Primary Partnership

VIHA has adopted the United States Virgin Islands Domestic Violence and Sexual Assault Council (DVSAC) mandates which meets the requirement needs of our VAWA Policy. VIHA now benefits from this partnership with DVSAC since we are linked to its participating agencies which consist of local law enforcement, human services, prosecution, court probation, hospital staff, clergy, victim service providers, and other government and non-governmental agencies. VIHA is proud of this collaboration and intends to foster and nurture the growth and benefits for our employees and residents.

VIHA will participate in training and collaborate on procedural requirements to ensure staff fully comprehends provisions. Information regarding VAWA will be posted in VIHA offices and/or on its web site and will be readily available to anyone who requests it.

<u>VAWA Requirements</u>: VIHA description of our activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

<u>VAWA POLICY REQUIREMENTS:</u>

VIHA has established partnership with the United States Virgin Islands Domestic Violence and Sexual Assault

Council (DVSAC) which has a proven track record in meeting the prevention and responsive needs of our citizenry.

Primary Partnership:

The Virgin Islands Housing Authority has now adopted the United States Virgin Islands Domestic Violence and Sexual Assault Council (DVSAC) mandates which meets the requirement needs of our VAWA Policy. VIHA now benefits from this partnership with DVSAC since we are linked to its fourteen (14) participating agencies which consist of local law enforcement, human services, prosecution, court probation, hospital staff, clergy, victim service providers, and other government and non-governmental agencies. VIHA is proud of this collaboration and intends to foster and nurture the growth and benefits for our employees and residents.

DVSAC's Mission is:

To coordinate education, prevention and response efforts in order to reduce the incidence of domestic violence, sexual assault, stalking and dating violence and to make these crimes socially and culturally unacceptable.

GOALS:

To accomplish this mission, DVSAC promotes programs and activities whose purposes are to:

- Support the reduction and eventual elimination of domestic violence and sexual assault, stalking and dating violence in the Territory;
- Support and promote quality programs which empower victims and which hold all perpetrators accountable for their behavior;
- Conduct educational efforts which heighten awareness about the extent and character of domestic violence and sexual assault, stalking and dating violence in the territory; and
- Improve the response of the legal system, service providers and the media to these issues.

Activities:

DVSAC provides training for professionals on domestic violence, sexual assault, and stalking throughout the Territory. It partners with different agencies to increase public awareness and to educate the community-at-large. DVSAC also serves as a resource for materials on issues relating to domestic violence, dating violence, sexual assault and stalking. It also partners with and provides technical assistance to victim service providers:

- Advocacy
- Monthly Newsletter
- Quarterly Committee Meetings
- Annual Media Campaign
- Annual Council Meeting
- DVSAC Annual Conference

Training Subjects: Free Workshops Offered

The Virgin Islands Domestic Violence Sexual Assault Council (DVSAC) is very concerned about the effects of violence on our children. We believe that by educating them about issues, such as domestic violence, child abuse, and all aspects of sexual assault, we will raise their level of awareness and help them to end the cycle of violence that affects many families in the Territory.

DVSAC conducts age appropriate sessions for students from pre-kindergarten through the university. Workshops currently being offered:

- Domestic Violence
- Respect and Self-Esteem

- Comfortable Touch/Uncomfortable Touch
- Incest
- Child Abuse
- Sexual Assault
- Date Rape
- Teen Dating Violence
- Violence Prevention
- Sexual Harassment
- Conflict Resolution

Others Special Activities:

1. People's Court Watch
2. Coordinated Community response
3. Specific Committees – Firearms Task Force; Criminal Justice; Media, Faith Base Outreach
4. Annual Calendar of Activities

Promote how to get help in case of emergency:

Educate staff on how to serve those in need through financial assistance, temporary / permanent housing, education, promoting justice and peace in the community.

The Virgin Islands Housing Authority will actively participate and engage in the above by documenting, sponsoring programs and activities that increase the educational value that brings benefits to our employees and the residents we serve. End of 6.0 (a) 13..

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

VIHA'S RESTATED NEW 5-YEAR (2010–2014) AND FY 2010 ANNUAL PLANS

The Agency Plans are available for the publics review beginning **July 20, 2009 through September 4, 2009 from 8:00 a. m. to 5:00 p. m.** *(45 days)* at the following locations:

St. Thomas-VIHA Central Office	**St. Croix-VIHA Central Office**	**VI Libraries: Public Display**
# 402 Estate Anna's Retreat	**Kingshill # 5**	**St. Thomas - Enid M. Baa**
Charlotte Amalie	**Estate Bethlehem**	**St. John – Elaine Sprave**
St. Thomas, U.S. Virgin Islands 00802	**St. Croix, U.S. Virgin Islands 00851**	**St. Croix– Althalie Mcfarlane**
(340) 777- 8442	**(340) 778- 8442**	**Petersen, Florence Williams**
Also available in all Property Offices	**Available in all Property Offices:**	**Available when open**

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.***

(a) Hope VI or Mixed Finance Modernization or Development.
The VIHA intends to apply for HOPE VI Revitalization Grant and engage in mixed-finance development plans and activities for public housing. The HOPE VI/Mixed-Finance Project is presently being recommended in our 2009 Redevelopment Plan to engage the St. Croix sites of Ralph deChabert and John F. Kennedy Terrace developments.

After completion of the Demolition of the remaining buildings at the Louis E. Brown Villas site on St. Croix in May 2009, VIHA has aggressively embarked on developing a Mixed-Finance Development at the Louis E. Brown site. VIHA will utilize a combination of RHF, CFP, PH Development Grant and LIHTC to construct approximately 200 affordable housing units.

(b) Demolition and /or Disposition

Demolition/Disposition Activity Description
1a. Development name: Oswald Harris Court - AMP 11 1b. Development (project) number: VQ001005
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (16/04/07)
5. Number of units affected: No units. Land strip for highway widening. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2007 b. Projected end date of activity: September 2009

Demolition/Disposition Activity Description
1a. Development name: Ralph deChabert Place - AMP 21 1b. Development (project) number: VQ001006
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/09/09)
5. Number of units affected: 264 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: September 2011 b. Projected end date of activity: December 2013

Demolition/Disposition Activity Description
1a. Development name: Michael J. Kirwan Terrace – AMP 15 1b. Development (project) number: VQ001007
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/09/09)
5. Number of units affected: 12 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: October 2010 b. Projected end date of activity: June 2011

Demolition/Disposition Activity Description
1a. Development name: Lucinda Millin Homes – AMP 14 1b. Development (project) number: VQ001011
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (02/11/07)
5. Number of units affected: No units. Land Parcel 1-A-1. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2007 b. Projected end date of activity: September 2009

Demolition/Disposition Activity Description
1a. Development name: Wilhelm "Willie" George – AMP 12 1b. Development (project) number: VQ001013
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/11/07)
5. Number of units affected: No units affected. Community Center only. 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2008 b. Projected end date of activity: December 2009

Demolition/Disposition Activity Description
1a. Development name: Estate Mon Bijou – AMP 23 1b. Development (project) number: VQ001014
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/12/09)
5. Number of units affected: 3 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: June 2010 b. Projected end date of activity: December 2010

Demolition/Disposition Activity Description
1a. Development name: Estate Mon Bijou – AMP 23 1b. Development (project) number: VQ001014
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/12/09)
5. Number of units affected: No units. Community Center only. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: March 2010 b. Projected end date of activity: September 2010

Demolition/Disposition Activity Description
1a. Development name: Estate Williams Delight – AMP 25 1b. Development (project) number: VQ001015
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, **submitted**, or planned for submission: (05/01/05)
5. Number of units affected: 3 (2 units approved (5/12/05), 1 awaiting approval) 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: December 2005 b. Projected end date of activity: December 2006

Demolition/Disposition Activity Description
1a. Development name: Estate Williams Delight – AMP 25 1b. Development (project) number: VQ001015
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/01/10)
5. Number of units affected: 284 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: December 2010 b. Projected end date of activity: December 2011

Demolition/Disposition Activity Description
1a. Development name: Tutu Hi-Rise – AMP 12

1b. Development (project) number: VQ001016
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (28/05/09)
5. Number of units affected: 72 units. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: August 2009 b. Projected end date of activity: June 2010

Demolition/Disposition Activity Description
1a. Development name: Estate Donoe Site – AMP – n/a - no building or units listed 1b. Development (project) number: VQ001017
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/09/10)
5. Number of units affected: No units affected. 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: February 2011 b. Projected end date of activity: December 2012

Demolition/Disposition Activity Description
1a. Development name: Louis E. Brown – AMP 23 1b. Development (project) number: VQ001018/VQ001023
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/12/09)
5. Number of units affected: Land Only 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2010 b. Projected end date of activity: December 2012

Demolition/Disposition Activity Description
1a. Development name: Louis E. Brown – AMP 23 1b. Development (project) number: VQ001018

2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (04/08/04)
5. Number of units affected: 244 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2007 b. Projected end date of activity: May 2009

Demolition/Disposition Activity Description
1a. Development name: Louis E. Brown – AMP 23 1b. Development (project) number: VQ001023
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (17/05/99)
5. Number of units affected: 48 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2007 b. Projected end date of activity: May 2009

Demolition/Disposition Activity Description
1a. Development name: Nicasio Nico Apartments – AMP 22 1b. Development (project) number: VQ001024A
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/06/10)
5. Number of units affected: 60 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: December 2011 b. Projected end date of activity: December 2013

Demolition/Disposition Activity Description
1a. Development name: Estate Anna's Retreat - AMP 12 1b. Development (project) number: VQ001025
2. Activity type: Demolition ☐

Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☒ Planned application ☐
4. Date application approved, **submitted**, or planned for submission: (04/11/04)
5. Number of units affected: No units. Community Center only. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: March 2010 b. Projected end date of activity: December 2010

Demolition/Disposition Activity Description
1a. Development name: Pollyberg Gardens – AMP 14 1b. Development (project) number: VQ001031
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/06/10)
5. Number of units affected: No units. ¼ acre parcel of land adjacent to Unit #2-27 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: December 2010 b. Projected end date of activity: December 2011

Demolition/Disposition Activity Description
1a. Development name: George Simmons Terrace – AMP 13 1b. Development (project) number: VQ001034
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, **submitted**, or planned for submission: (30/07/10)
5. Number of units affected: Community Center 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: December 2010 b. Projected end date of activity: December 2011

Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned** for submission: (30/08/10)
5. Number of units affected: No units. Community Center Only. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: March 2011 b. Projected end date of activity: December 2012

Demolition/Disposition Activity Description
1a. Development name: Warren E. Brown Site – AMP – n/a – no buildings or units listed 1b. Development (project) number: VQ001026A/VQ001027/VQ001028
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: (27/06/08)
5. Number of units affected: No units. Land only. 2.0 Acres 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: June 2008 b. Projected end date of activity: June 2009

Demolition/Disposition Activity Description
1a. Development name: Warren E. Brown Site– AMP – n/a – no buildings or units listed 1b. Development (project) number: VQ001026A/VQ001027/VQ001028
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application **approved**, submitted, or **planned** for submission: (30/12/09)
5. Number of units affected: No units. Land only. 9.9 Acres 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: June 2010 b. Projected end date of activity: September 2010

(c) Conversion of Public Housing - None at this time.

(d) Homeownership.

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: Williams Delight Villas –AMP 25 1b. Development (project) number: VQ001015
2. Federal Program authority:

☐ HOPE I
☒ 5(h) – (Approved on September 8, 1995)
☐ Turnkey III
☒ Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one)
☒ Approved 5(h) Plan; included in the PHA's Homeownership Plan/Program
☐ Submitted, pending approval
☒ Planned application for Section 32

4. Date Homeownership Plan/Program approved, (5H) submitted, or planned (Section 32) for submission:
(**Approved** 5(h) Plan - 08/09/1995) (**Planned** Section 32 Application - 30/9/2006)

5. Number of units affected: 5(h) Plan approval included **300** units. Since the 5(h) approval **14** units have been sold according to the 5(h) Plan. The planned Section 32 Application will include the remaining **286** units.
6. Coverage of action: (select one)
☐ Part of the development
☒ Total development

(e) Project-based Vouchers.

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable. Required to be sign, scanned attached and transmitted electronically with the Plan. Below are the reference to each request.

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 **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.
Document is scanned with signatures provided as a PDF file.– attached.

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.
Document is scanned and attached as a PDF file.

8.3 **Capital Fund Financing Program (CFFP). n/a**
☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0 **Housing Needs: Public Housing**

Combined Housing Needs of Families on the Waiting List (as of June 30, 2008)

Data showing waiting list needs of the citizens who apply for Public Housing on St. Croix

	# of families	% of total families	Annual Turnover
Waiting list total	550		32
Extremely low income <=30% AMI	498	90.71	
Very low income (>30% but <=50% AMI)	38	6.92	
Low income (>50% but <80% AMI)	13	2.37	
Families with children			
Elderly families	40	7.29	
Families with Disabilities	67	12.18	
Race/ethnicity	3	.55	
Race/ethnicity	547	99.45	
Race/ethnicity	0	0	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	287	52.19	11

2 BR	165	30.00	17
3 BR	91	16.55	4
4 BR	22	.04	010
5 BR	5	.91	00
5+ BR	0		

Housing Needs of Families on the Waiting List (as of June 30, 2009)			
Data showing waiting list needs of the citizens who apply for Public Housing on St. Thomas			
	# of families	% of total families	Annual Turnover
Waiting list total	418		
Extremely low income <=30% AMI	357	85.41%	
Very low income (>30% but <=50% AMI)	46	11.00%	
Low income (>50% but <80% AMI)	15	3.59%	
Families with children	243	58.13%	
Elderly families	25	5.98%	
Families with Disabilities	37	8.85%	
Race/ethnicity	3	.72%	
Race/ethnicity	415	99.28%	
Race/ethnicity	0	0.00%	
Race/ethnicity	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	175	41.87%	
2 BR	130	31.10%	
3 BR	90	21.53%	
4 BR	22	5.26%	
5 BR	1	0.24%	
5+ BR	0	0.00%	

Total Public Housing for VIHA:

Waiting list Public Housing	550 + 418 = 968		

Housing Needs of Families on the Waiting List –Housing Choice Voucher Program (as of July 10, 2009)

☒ Section 8 tenant-based assistance			
	# of families	% of total families	Annual Turnover
Waiting list total	2,700		120
Extremely low income <=30% AMI	2,596	96.14%	
Very low income (>30% but <=50% AMI)	81	3.00%	
Low income (>50% but <80% AMI)	20	.74%	
Families with children	2240	82.96%	
Elderly families	299	11.08%	
Families with Disabilities	45	1.66%	

Race/ethnicity-White	18	.66%	
Race/ethnicity-Black	2671	98.92%	
Race/ethnicity-Indian	8	0.29%	
Race/ethnicity-Asian	3	0.11%	
	Units or Families Served at Years Beginning	Expected Turnover	
Section 8 Vouchers	1348	120	

In the most recent up to date Consolidated Plan Action Plan Years 2008-2009, the Government of the US Virgin Islands – a Virgin Islands Housing Finance Authority (VIHFA)document, page 10 and 23; and UVI's Eastern Caribbean Center - Virgin Islands Community Survey 2004 were consulted to support the below needs.

Based upon the information contained in the Consolidated Plan/s applicable to the PHA a statement of the housing needs in this jurisdiction is shown in the following table. In the "Overall" Needs Column, the estimated number of renter families that have housing needs. The impact is rated by numerical factors on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact."

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Accessibility	**Size**	Location
Income <= 30% of AMI	**3,127**	**5**	**5**	**5**	**5**	**5**	**5**
Income >30% but <=50% of AMI	**2,385**	**4**	**4**	**4**	**4**	**4**	**4**
Income >50% but <80% of AMI	**5,122**	**3**	**3**	**3**	**3**	**3**	**3**
Elderly	**16,429**	**3**	**3**	**3**	**3**	**3**	**3**
Families with Disabilities	**12,334**	**3**	**3**	**3**	**3**	**3**	**3**
Race/Ethnicity (B)	**85,284**	**2**	**2**	**2**	**2**	**2**	**2**
Race/Ethnicity (W)	**10, 742**	**1**	**1**	**1**	**1**	**1**	**1**
Race/Ethnicity (H)	**22,274**	**2**	**2**	**2**	**2**	**2**	**2**
Race/Ethnicity (Other)	**3,127**	**5**	**5**	**5**	**5**	**5**	**5**

9.1 **Strategy for Addressing Housing Needs**.

1. Eliminate and or reduce outstanding territorial vacancy
2. Increase availability of rental units.
3. Prepare comprehensive redevelopment plan for inventory
4. Collaborate with Governor and Senators on Progressive Housing Vision
5. Implement PNA/Viability
6. Build up to 200 new housing units in the territory.
7. Reduce vacant unit turn around time
8. Create subsidy for development partnerships
9. Review Homeownership penetration goals and update plan
10. Develop public-private, mixed-income communities
11. Increase funding for elderly, disable & mixed – use housing

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. (See Accomplishment in Section 5.2)

Over the last twenty years, residents of public housing have suffered natural disasters, poor management, and inconsistent leadership at the housing authority. In 2008 a new era of executive leadership has been ushered in at the housing authority. With the hiring of an experienced Executive Director the authority has taken a major step in stabilizing a critical housing and service provider in the Territory.

The Executive Director is committed to rebuilding the troubled housing authority through partnership and planning with Government House, the legislature and HUD. Accordingly, 2008 is a transitional year for comprehensive planning, vacancy reduction and improved curb appeal for older communities. Our new administration will have an active leadership that will engage in design innovation, organizational effectiveness, and strategic purpose. Our primary mission is the rebuilding of an organization that all Virgin Islanders can be proud to support.

Our new leadership will cultivate a culture of innovation and purpose to rebuild the depleted public housing inventory. We have established a vision to build housing that is affordable, energy efficient, and marketable. Our unprecedented partnership with the Territory, the Virgin Island Housing Finance Authority, and HUD will provide funding to house 5,000 Virgin Islands families by building new housing and expanding the Housing Choice Voucher Program. This summary below highlights limited areas of accomplishments, challenges and organizational goals for 2009.

II. LIMITED ACCOMPLISHMENTS IN TRANSITION YEAR (2008-09)

a. Established permanent executive leadership for progressive vision
b. Implemented a strategic planning process and mission for agency
c. Utilized funding from Territory to reoccupy long-term vacant units
d. Returned thirty-five acres of land to Territory control
e. Removed functionally obsolete public housing from inventory
f. Initiated HUD-required Asset-based budgeting, accounting, and management
g. Improved communication between elected officials and resident leaders
h. Local government provides funding of over 1million dollars to help VIHA reduce vacancies.
i. VIHA obligated over 73% of ARRA stimulus funding by September 2009.

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

DEFINITION OF "SUBSTANTIAL DEVIATION" AND "SIGNIFICANT AMENDMENT OR MODIFICATIONS"

VIHA FY 2010 – 2014 Five-Year Plan.

A "substantial deviation" or "significant amendment or modification" to VIHA's FY2010 – 2014 Five-Year Plan or Restated Five-Year Plan (collectively referred to as the "Five-Year Plan") is defined as any substantial change, modification, or amendment to the Five-Year Plan that materially and significantly modifies VIHA's goals listed in any section of the Five-Year Plan. A change in VIHA's objectives or strategies in reaching those goals will not be considered a "substantial deviation" or "significant amendment or modification." Other than for "substantial deviation" or "significant amendment or modifications," as defined above, VIHA may make changes to its Five-Year Plan without the necessity of re-submitting the entire Five-Year Plan document, conducting a public hearing, or otherwise engaging in Five-Year Plan Resident Advisory Board consultation or other resident consultation.

VIHA FY2010 Annual Plan.

A "substantial deviation" or "significant amendment or modification" to VIHA's FY2010 Annual Plan ("Annual Plan") is defined as any substantial change, modification, or amendment to the Annual Plan that materially and significantly modifies VIHA's goals listed in any section of the Five-Year Plan or materially and significantly modifies the strategies outlined in the Annual Plan as described in the related sections to the Annual Plan. A substantial deviation" or "significant amendment or modification" may also include:

- Changes to rent or admission policies that expand the rights of residents and are not otherwise included in the Lease, Admissions and Continued Occupancy Policy or the Administrative Plan;
- Additions of non-emergency work items (not included in the current Annual Statement or Five-Year Action Plan or);
- Use of replacement reserve funds under the Capital Fund (not included in the current Annual Statement or Five-Year Action Plan);
- Demolition, disposition, designation of housing, homeownership programs or conversion activities not otherwise referenced in the Annual Plan

	Notwithstanding the foregoing, VIHA may, from time to time, make changes in the Annual Plan and any attachments thereto, in order to maximize the flexibility provided for in the regulations of the programs administered by VIHA and included in the FY2010 Annual Plan and such changes shall not be considered a "substantial deviation" or a "significant amendment or modification." Specifically, VIHA anticipates that it may need to make changes to its Physical Needs Assessment / Viability Plan and/or Management Needs Assessment and/or Capital Fund plans and expenditures from time to time, (including, but not limited to, a change in use of funds under the Capital Fund) and such changes shall not be deemed to be a "substantial deviation or a "significant amendment or modification" to the FY2010 Annual Plan. **(c) Applicable memorandum of Agreement with HUD.** **On July 29, 2009 The Virgin Islands Housing Authority by means Ms. Mirza Negron Morales, Recovery Administrator and Mr. Robert Graham, CPM, Executive Director signed the first Memorandum of Agreement since the original Receivership action in August 2003. This MOA will be for one year and will end July 29, 2010. MOA signed by the Puerto Rico HUD Office September 9, 2009.** **Below, the next 3 pages is Part A of the MOA with signatures.**

Public reporting burden for the collection of information required for Parts A and B of the Memorandum of Agreement is estimated to average 13.74 hours depending on size of Public Housing Agency (PHA). This includes the time for collecting, reviewing, and reporting the data. The information will be used for monitoring PHA progress in bringing performance up to standard levels. Response to this request for information is required in order to receive the benefits to be derived, including eligibility to apply for funding. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

MEMORANDUM OF AGREEMENT

This Agreement is made this 29th day of July 2009 by and between the Housing Authority of the Virgin Island, State of the U.S. Virgin Island (PHA), and the Secretary of the United States Department of Housing and Urban Development (HUD) acting by and through the Director of the San Juan Field Office pursuant to the requirements of Section 6 (j)(2)(C) of the United States Housing Act of 1937, 42 U.S.C. 1437 ("the Act"), as implemented in the Public Housing Assessment System (PHAS), 24 CFR Part 902, et seq.).

The PHA entered into a Low Rent Public Housing Annual Contribution Contract ("ACC") Number PR-37 pursuant to the authority of the Act on May 26, 1959 as subsequently amended, with HUD. As a result, HUD provides funding to the PHA to operate and maintain affordable and decent, safe, and sanitary public housing to its low-income residents.

Under the authority of 6(j) of the Act, the PHA was evaluated in accordance with the provisions of PHAS and was designated as "troubled" as defined at 24 CFR Section 902.67(c).

Under the requirements of the Act and 24 CFR Section 902.75, those housing authorities which are designated as troubled must enter into a binding contractual agreement designated as a Memorandum of Agreement (MOA) with HUD. The primary purpose of this MOA is to "substantially improve" the Authority's PHAS score as that term is defined at 24 CFR Section 902.75 (g)(2). However, this MOA is not intended to reflect every performance defect that the PHA may have.

Accordingly the parties agree to the following:

1. The parties agree that this MOA is a binding contractual agreement between the PHA and HUD.

2. This MOA shall consist of:

   a. This Part A, Terms and Conditions;
   b. Part B, Performance Targets and Strategies, which sets out the:

      1) Baseline Data
      2) Strategies to be used by the PHA in achieving the performance targets within the time period of the MOA;

3) Target dates for completion of strategies; and,
4) Technical assistance to the PHA provided or facilitated by HUD; The description of the involvement of local public and private entities, including PHA resident leaders in carrying out the agreement and rectifying the PHA's problem in accordance with the requirements of 24 CFR Section 902.75(b)(8).

3. The PHA agrees that the performance targets, strategies, and time frames specified in this MOA are reasonable and that it will take all actions within its control to complete them as set out in this Agreement.

4. HUD agrees to provide technical assistance as stated in Part B to the Authority and, based upon the compliance with the MOA, give the PHA appropriate consideration for discretionary or competitive funding resources, as those resources are available to HUD.

5. The Executive Director of the PHA shall provide to the HUD staff (as designated in Part B), a written progress report based upon that reporting period's scheduled targets and strategies as set out in Part B. This report shall be furnished no later than the 15th of the succeeding month following the end of a scheduled reporting period and shall identify the accomplishment and/or failure of each task/goal to be completed that period. The Executive Director shall also complete quarterly and annual reports as required by Part B.

6. Subsequently, the designated HUD staff shall provide a response, no later than the 1st of the succeeding month after receipt of the written progress report provided, to the Executive Director of the PHA that identifies the current accomplishments/shortfalls for the period. The HUD response will be based upon that period's PHA progress report and supporting documents. The Executive Director shall include the report on the agenda for discussion or action for the immediately upcoming monthly PHA Board Meeting.

7. A substantial default of this agreement will occur if HUD determines that the PHA has failed to meet any of the terms of, or to make reasonable progress to meet any requirements included in this MOA. Such failure specifically includes but is not limited to, the failure to provide the written progress reports required under paragraph 5.

8. Failure by the PHA to achieve any of the performance targets or any of the terms of this MOA may result in HUD's imposition of sanctions, such as the imposition of management budget controls by HUD, declaration of substantial default, and subsequent actions, including but not limited to the appointment of a receiver, or other actions deemed appropriate by HUD.

9. This MOA does not supersede, modify or amend the ACC or in any way excuse the PHA from complying fully with its obligations under the ACC or the Act and its implementing regulations. HUD does not waive its rights under the ACC, the Act, or its implementing regulations. The PHA continues to be obligated to comply with all applicable requirements contained in the ACC, the Act, and its implementing regulations. The PHA's satisfaction of, or failure to meet, the goals set forth in this MOA does not limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or its implementing regulations. If HUD determines that the PHA is in substantial default of the ACC, the Act, or its implementing regulations, this MOA shall terminate without further notice.

10. This MOA creates no third party benefits or right in any person or entity not a party to this Agreement.

11. The PHA affirmatively states that it has complied with all State and Local requirements precedent to entering into this MOA.

12. This agreement shall be in full force and effect, binding the parties from July 29, 2009 to July 28, 2010.This document may be amended by a document signed by all parties to this original agreement.

Virgin Islands Housing Authority

Mirza Negrón 7/29/09

By: *Mirza Negrón Morales* Date
Chairperson

7/29/09

By: *Robert Graham* Date
Executive Director

U.S. Department of Housing and Urban Development

9/04/09

By: *Olga I. Saez* Date
Director, San Juan Field Office

By: *(Insert name)* Date
Deputy Director, Field Office Name

Previous editions obsolete Page 3 of 3 Form **HUD-53336-A (2/08)**

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) – See on next 5 pages.

HUD-50077

Certification by State or Local Official of PHA Plan Consistency Housing with the Consolidated Plan

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

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, John P. deJongh. Jr. the Govemor of the U.S. Virgin Islands certify that the Five Year and Annual PHA Plan of the Virgin Islands Housing Authority is consistent with the Consolidated Plan of United States Virgin Islands prepared pursuant to 24 CFR Part 91.

11/16/09

Signed / Dated by Appropriate State or Local Official

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.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Virgin Islands Housing Authority
PHA Name

VQ 001
PHA Number/HA Code

XX 5-Year PHA Plan for Fiscal Years 2010 - 2014

XX Annual PHA Plan for Fiscal Years 2010 - 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
Mirza Negron Morales	Virgin Islands Housing Authority Board Chairperson
Signature: Mirza Negrón	Date: 10/16/09

Previous version is obsolete — Page 2 of 2 — form HUD-50077 (4/2008)

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.

Virgin Islands Housing Authority	VQ001 and VQ901
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	Robert Graham, CPM	Title	Executive Director
Signature	RGraham	Date	9/18/09

form HUD-50077-CR (1/2009)
OMB Approval No. 2577-0226

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
Document prepared pending signature and scanning.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name
Virgin Islands Housing Authority

Program/Activity Receiving Federal Grant Funding

LOW INCOME PUBLIC HOUSING / HOUSING CHOICE VOUCHERS SECTION (8) PROGRAM

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
Robert Graham, CPM	Executive Director
Signature: x	Date: 9/18/09

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

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)
Document prepared pending signature and scanning.

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
Virgin Islands Housing Authority

Program/Activity Receiving Federal Grant Funding
LOW INCOME PUBLIC HOUSING / HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM

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
Robert Graham, CPM	Executive Director
Signature	Date (mm/dd/yyyy)
	9/18/09

Previous edition is obsolete

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

(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action: b a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** na 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:** n/a **Congressional District**, *if known*:	
6. Federal Department/Agency: Department of Housing and Urban Development	**7. Federal Program Name/Description:** Low Income Public Housing /Housing Choice Voucher (Section 8) CFDA Number, *if applicable*: _____	
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*): n/a	**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: _____ Print Name: Robert Graham, CPM Title: Executive Director Telephone No.: (340) 777-8442 Ext 7326 Date: 9/18/09	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
See above this page (d)

(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.
Board Members asked / recommended affect:

1. VIHA needs Customer Service Training to improve service to all residents, when will it be implemented?
Response: VIHA has implemented a first step approach by implementing a program called Laying the Foundation to Deliver Great Customer Service". This program was done on St. Croix on August 18-19, 2009 with Asset Management Supervisors and HCVP personnel on St. Croix. Customer Service Training is also listed as a goal in our MOA.
Narrative Analysis: VIHA is in compliance with request. No change required in the Five Year or Annual Plan were required based on the question. No change required in Five Year or Annual Plan were required from question.

2. What community has the Computer Literacy Program (CLP) on St. Croix?
Response: (See program description item 7 under Community Service Self-Sufficiency).On St. Croix CLP will be held at the Aureo Diaz Heights, John F. Kennedy Terrace, and Marley Homes. On St. Thomas, the CLP sites now are Oswald Harris Court (currently being held), Estate Tutu Apartments and Michael J. Kirin Terrace.
Narrative Analysis: VIHA in compliance with request. No change required in Five Year or Annual Plan were required from question.

3. Is Nicasio Nico Apartments still schedule for demolition?
Response: A demolition /disposition request was requested and included in this Plan. A final decision is pending.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

4. Why does the Annual Plan have a $5,656,516.00 budget for Nicasio Nico rehabilitation if schedule for demolition?
Response: VIHA is keeping all option open so that when final decision is made such action will be cited in this Plan.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

5. Will Joseph James Terrace ever receive a new fence or repaired fencing? When will the residents there receive their screen doors?
Response: VIHA has included plans to repair, replace or install fencing based on its PNA report and is in process of completing a solicitation to procure a contractor.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

6. **The Elderly communities on St. Thomas has generators, Are generators budgeted for Wifredo Pedro or Joseph James terrace, Elderly communities on St. Croix? RAB Strongly suggest budgeting and installing new generators at both communities.**
Response: We wish to thank the RAB members for this observation. VIHA will now include this request in the FY 2010 Annual Plan and document the need for generators at both communities in the 2010 Capital Fund Budget.
Narrative Analysis: A valid change request will be made in the Five Year and or Annual Plan based on this question.

7. How can residents apply for employment on St. Croix for the newly awarded ARRA contracts?
Response: VIHA informed residents of employment opportunities and requested resident to complete job applications and be pre4pared for employment interviews arranged by VIHA.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

8. Please explain the mandatory community Service work required by unemployed residents?
Response: VIHA informed the Public and RAB members present by reviewing 6.0 PHA Plan Update, section7 Community Service and Self Sufficiency, item number 3.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

9. I have noticed programs that they have to help those on the program for five years help obtain home ownership and I was wondering why is the program not here in the VI?
Response: The program is here in the Virgin Islands. The Family Self-Sufficiency (FSS) Program is mandated by HUD. The program's aim is to help families receiving HCVP rental assistance improve their economic situation and reduce their dependency on government assistance. The Virgin Islands Housing Authority Housing Choice Voucher Program is mandated by HUD to have thirteen HCVP participants in our FSS program. There are currently 18 families actively participating in our program.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

10. I see how the rent calculations are done but at one point wasn't the rent calculation done after taxes?
Response: Families participating in the HCVP are responsible for reporting all household income to our program. Annual income is defined as the anticipated total income from all sources. Although some types of income are not counted, the family is responsible for reporting all sources of income for the household. VIHA is responsible for applying the HUD rules and deciding what need to be counted in the annual income calculation. After determining the total annual income for the household, VIHA makes any necessary adjustments to the annual income in accordance with HUD regulations. If the family qualifies, there are five (5) possible deductions and allowances (Dependants, Elderly Family, Allowable Medical Expenses, Allowable Handicapped Assistance Expenses & Allowable Childcare Expenses). HUD approved deductions and allowable expenses are subtracted from the Annual Income to get the family's Adjusted Annual Income. Taxes are not an approved HUD deduction.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

11. Is there programs for children that are part of the HCV programs?
Response: There are currently no programs being offered by the Virgin Islands Housing Authority Housing Choice Voucher Program for children who are residing in households that are receiving Housing Choice Voucher Program rental assistance.
Narrative Analysis: No change required in Five Year or Annual Plan based on this question

	12. What type of services are being offered to help HCV participants of the program become home buyers? *Response: The Virgin Islands Housing Authority Housing Choice Voucher Program offers homeownership assistance to families receiving tenant based assistance to purchase existing housing. Under this program, VIHA will use voucher funding available under the ACC to help families meet monthly homeownership expenses. Families must meet the requirements of the HCVP homeownership option in order to receive homeownership assistance* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* 13. One RAB member asked, "What are the plans for playground equipment and Basket Ball Court for the Kirwin Terrace Community"? *Response: VIHA will be installing playground equipment in all of our communities. Also repairing basketball courts.* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* *14. When will the community center at Bovoni be completed for afterschool activities.* *Response: Renovations work has been placed in our 5 Year action Plan.. No set start date has been made. .* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* *15. What is the meaning of Capital Fund -"Reprogramining?"* *Response: That is a procedure allowed by HUD wherein VIHA can request that available approved dollars be shifted to another priority item.* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* *16. If money has been reprogrammed, will that community ever get that funding back to complete the task originally listed?* *Response:. Yes. Funding is reprogrammed from time to time based on the urgency to perform an improvement that may come up. However, as the Agency's priority's also tend to change, the intent is to keep the originally funded project budgeted in an upcoming grant year.* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* *17. The Toilets at Contant Knolls are not energy Efficient. What will VIHA do?* *Response: Presently, reassessing the problem. Resident will be advised.* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* *18. One RAB member spoke of poor security lighting at her home at Contant Knolls Apartments. What is the plan to improve security lighting in our communities?* *Response: Security Lighting continues to be an issue at several developments. The planned improvement of site security which includes the installation of security cameras in the 2009 CFP Budget for this site. As part of the installations, recommendations and assessments will be made to improve the site lighting and include installation of those lights.* *Narrative Analysis: No change required in Five Year or Annual Plan based on this question* (g) Challenged Elements None raised by RAB or citizens at Public Hearing or during RAB Meetings. The only change will be their suggestion in item number 6 above: The Elderly communities Wilfredo Pedro and Joseph James Terrace on St. Croix be budgeted for new generators at both communities. VIHA will proceed with this recommendation. (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) *See Attached 8.1* (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) *See attached 8.2*

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150105 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2005** **FFY of Grant Approval: 2005**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	916,096.00	916,096.00	916,096.00	916,096.00
3	1408 Management Improvements	599,083.91	150,685.67	150,685.67	150,685.67
4	1410 Administration (may not exceed 10% of line 21)	442,102.92	405,009.50	405,009.50	405,009.50
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	403,127.52	370,591.14	370,591.14	225,672.29
8	1440 Site Acquisition				
9	1450 Site Improvement	0.00	20,907.85	18,307.85	6,618.20
10	1460 Dwelling Structures	2,129,767.83	2,399,244.66	2,120,675.56	2,009,375.56
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	45,334.12	73,050.92	73,050.92	73,050.92
13	1475 Non-dwelling Equipment	44,967.70	210,658.25	202,234.01	202,234.01
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	0.00	34,236.01	34,236.01	34,236.01
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150105 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2005** **FFY of Grant Approval: 2005**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	4,580,480.00	4,580,480.00	4,290,886.66	4,022,978.16
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** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150105 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2005**

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]	
HA-Wide	Operations	1406		916,096.00	916,096.00	916,096.00	916,096.00	Completed
HA-Wide	IT Improvements	1408		200,000.00	72,192.68	72,192.68	72,192.68	Completed
HA-Wide	MIP Goals & Activities	1408		151,904.00	0.00	0.00	0.00	Reprogrammed
HA-Wide	Salaries	1408		247,179.91	78,492.99	78,492.99	78,492.99	Completed
HA-Wide	STT HQ Time/Attendance Equipt	1408		0.00	0.00	0.00	0.00	Reprogrammed
HA-Wide	VOIP Sysytem	1408		0.00	0.00	0.00	0.00	Reprogrammed
HA-Wide	Administrative salaries	1410		421,302.92	396,395.48	396,395.48	396,395.48	Completed
HA-Wide	Sundry Administrative Costs	1410		10,800.00	2,148.50	2,148.50	2,148.50	Completed
HA-Wide	Travel/Training	1410		10,000.00	6,465.52	6,465.52	6,465.52	Completed
HA-Wide	Technical Salaries	1430		403,127.52	140,671.96	140,671.96	140,671.96	Completed
HA-Wide	Tech Sal. Supplement	1430		0.00	144,918.85	144,918.85	0.00	In progress
VQ6 deChabert	VQ6 deChabert Survey	1430		0.00	0.00	0.00	0.00	Reprogrammed
VQ15 Wms Delight	VQ15 Appraisals, Units 70,98,180	1430		0.00	0.00	0.00	0.00	Reprogrammed
VQ15 Wms Delight	VQ15 Appraisals/3 Units/Hmownership	1430		0.00	0.00	0.00	0.00	Reprogrammed
VQ15 Wms Delight	VQ15 Surveys, Units 70,98,180	1430		0.00	0.00	0.00	0.00	Reprogrammed
VQ34 G. Simmonds	VQ34 Appraisal	1430		0.00	0.00	0.00	0.00	Reprogrammed
HA-wide STX	Property Appraisals, PO-106551	1430		0.00	85,000.33	85,000.33	85,000.33	Completed
VQ44 C. Knolls	Tot Lot Equipt	1450		0.00	0.00	0.00	0.00	Reprogrammed
VQ21 W. Pedro	Change Order #2, Security Gate	1450		0.00	2,312.00	2,312.00	2,312.00	Completed
HA-Wide	Beautification Init.	1450		0.00	4,306.20	4,306.20	4,306.20	Completed
VQ12, Aureo Diaz	Sidewalk repairs	1450		0.00	14,289.65	11,689.65	0.00	In progress
VQ2, Jackson Terrace	Vac.Unit Rehab., #2006-056-01	1460		52,250.00	103,086.76	103,086.76	103,086.76	Completed
VQ3, Harrigan Ct	Vacant Unit Rehabilitation	1460		38,500.00	3,138.00	3,138.00	3,138.00	Completed
VQ4B, Bassin T.	Vacant Unit Rehabilitation	1460		14,960.00	0.00	0.00	0.00	Reprogrammed
VQ4C, Marley Homes	Vac.Unit Rehab., #2006-056-01	1460		21,837.83	258,181.01	258,181.01	258,181.01	Completed
VQ10, Marley Add.	Vacant Unit Rehabilitation	1460		28,050.00	159,972.83	159,972.83	159,972.83	Completed
VQ12, A. Diaz	Vacant Unit Rehabilitation	1460		145,750.00	0.00	0.00	0.00	Reprogrammed
VQ15 Wms Delight	Vacant Unit Rehabilitation	1460		118,470.00	0.00	0.00	0.00	Reprogrammed
VQ020, Hodge Pav.	Vacant Unit Rehabilitation	1460		964,200.00	0.00	0.00	0.00	Reprogrammed
VQ21, W.Pedro	Vacant Unit Rehabilitation	1460		89,100.00	0.00	0.00	0.00	Reprogrammed

VQ22, Mt. Pleasnt	Vacant Unit Rehabilitation	1460		20,900.00	0.00	0.00	0.00	Reprogrammed
VQ24A, Nic. Nico	Vacant Unit Rehabilitation	1460		57,200.00	0.00	0.00	0.00	Reprogrammed
VQ24B,Can. Guad.	Vac.Unit Rehab., #2006-056-01	1460		143,550.00	397,021.28	397,021.28	397,021.28	Completed
VQ12, Aureo Diaz	Elevator violations	1460		5,000.00	0.00	0.00	0.00	Reprogrammed
VQ16, Tutu H. R.	Claim Settlement - Zenon	1460		250,000.00	0.00	0.00	0.00	Reprogrammed
VQ16, Tutu H. R.	Ext Painting Bldgs 16, 17, 18	1460		180,000.00	0.00	0.00	0.00	Reprogrammed
HA-wide	Vacant Unit Rehabilitation	1460		0.00	0.00	0.00	0.00	Reprogrammed
HA-wide	504 Handicapped Access	1460		0.00	59,000.00	59,000.00	59,000.00	Completed
VQ5, Harris Ct.	Contr. #2006-035, Vacant Units	1460		0.00	218,654.41	218,654.41	218,654.41	Completed
VQ16, Tutu H. R.	Contr. #2006-035, Vacant Units	1460		0.00	85,000.00	85,000.00	85,000.00	Completed
VQ8, JFK	Contr. #2006-056-01, Vacant Units	1460		0.00	413,228.85	413,228.85	413,228.85	Completed
VQ11, L. Millin	Install ladder/cage in elevator pit	1460		0.00	8,328.00	8,328.00	8,328.00	Completed
VQ22, Mt. Pleasnt	Roof resurfacing	1460		0.00	23,372.39	23,372.39	23,372.39	Completed
VQ2,VQ8, VQ15	Wilson/Vacant Unit Rehab	1460		0.00	83,250.00	83,250.00	0.00	In progress
VQ5, Harris Ct.	Comp.Rehab Contr.#001-99	1460		0.00	267,817.22	267,817.22	267,817.22	Completed
VQ5, Harris Ct.	Roof repairs	1460		0.00	12,574.81	12,574.81	12,574.81	Completed
VQ11, L. Millin	Interior Renovations	1460		0.00	210,995.16	0.00	0.00	Reprogrammed
VQ11, L. Millin	Roof Resurfacing	1460		0.00	67,573.94	0.00	0.00	Reprogrammed
VQ5,16,19	CO#1, Contr.2007-051	1460		0.00	28,050.00	28,050.00	0.00	In progress
VQ8, JFK	Install Computer Lab Facility	1470		45,334.12	16,455.20	16,455.20	16,455.20	Completed
VQ8, JFK	Installation of Handrails	1470		0.00	0.00	0.00	0.00	Reprogrammed
VQ11, L. Millin	VQ11Nurse Call Sys.	1470		0.00	0.00	0.00	0.00	Reprogrammed
VQ44, C. Knolls	Install Laundry Room Facility	1470		0.00	0.00	0.00	0.00	Reprogrammed
VQ21, W. Pedro	Gate installation	1470		0.00	6,513.00	6,513.00	6,513.00	Completed
VQ21, W. Pedro	Mgrs Office roof resurfacing	1470		0.00	50,082.72	50,082.72	50,082.72	Completed
VQ1, Pearson Gdns	VQ1 Photo-copier maint.	1475		400.00	850.00	850.00	850.00	Completed
VQ04A, Berg's Hm	VQ4A Photo-copier maint.	1475		400.00	850.00	850.00	850.00	Completed
VQ5, Harris Ct.	VQ5 Photo-copier maint.	1475		940.12	0.00	0.00	0.00	Reprogrammed
VQ7, Kirwan Terr.	VQ7 Photo-copier maint.	1475		850.00	850.00	850.00	850.00	Completed
VQ001008, JFK	VQ8 Photo-copier maint.	1475		99.00	0.00	0.00	0.00	Reprogrammed
VQ11, L. Millin	VQ11 Photo-copier maint.	1475		400.00	1,000.00	1,000.00	1,000.00	Completed
VQ15 Wms Delight	VQ15Photo-copier maint.	1475		99.00	0.00	0.00	0.00	Reprogrammed
VQ16, Tutu Highrise	VQ16Photo-copier maint.	1475		500.00	500.00	500.00	500.00	Completed
VQ19, Estate Bovoni	VQ19 Photo-copier maint.	1475		400.00	850.00	850.00	850.00	Completed
VQ20, Hodge Pav.	VQ20Photo-copier maint.	1475		99.00	0.00	0.00	0.00	Reprogrammed
VQ24B, C. Guadlpe.	Photo-copier maint.	1475		99.00	0.00	0.00	0.00	Reprogrammed
VQ44, C. Knolls	Photo-copier maint.	1475		400.00	400.00	400.00	400.00	Completed
STT Central Office	Photo-copier maint.	1475		8,558.92	11,095.00	11,095.00	11,095.00	Completed
STX Central Office	Photo-copier maint.	1475		0.00	0.00	0.00	0.00	Reprogrammed
STT Maint. Dept	Photo-copier maint.	1475		197.67	0.00	0.00	0.00	Reprogrammed
STX Maint. Dept	Photo-copier maint.	1475		1,557.29	0.00	0.00	0.00	Reprogrammed
HA-wide	Maintenance equipment	1475		29,967.70	8,217.37	8,217.37	8,217.37	Completed
STT Central Office	2nd Floor A/C	1475		0.00	1,976.66	1,976.66	1,976.66	Completed
STT Central Office	Public Relations Office A/C	1475		0.00	0.00	0.00	0.00	Reprogrammed
HA-wide	Photo-copier repairs	1475		0.00	0.00	0.00	0.00	Reprogrammed

HA-wide	IT Equipment	1475		0.00	11,426.98	11,426.98	11,426.98	Completed
HA-wide	CAT 6 LAN Upgrades	1475		0.00	0.00	0.00	0.00	Reprogrammed
STX Central Office	Backup gen. transfer switch	1475		0.00	26,650.00	26,650.00	26,650.00	Completed
HA-wide STT	STT Backhoe	1475		0.00	68,784.00	68,784.00	68,784.00	Completed
HA-wide STX	STX Backhoe	1475		0.00	68,784.00	68,784.00	68,784.00	Completed
VQ11, L. Millin	Fire alarm system	1475		0.00	8,424.24	0.00	0.00	Reprogrammed
HA-wide	Moving Services contract	1495		0.00	14,770.00	14,770.00	14,770.00	Completed
HA-wide - STX	Relocation, STX	1495		0.00	19,466.01	19,466.01	19,466.01	Completed

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150105 CFFP (Yes/ No):	**Federal FFY of Grant: 2005**

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

		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]	

[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: Virgin Islands Housing Authority	**Federal FFY of Grant: 2005**

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	
Operations	08/17/07	08/17/07	08/17/09	08/17/09	
IT Improvements	08/17/07		08/17/09		Reprogrammed
MIP Goals & Activities	08/17/07	08/17/07	08/17/09	08/17/09	
MIP Salaries	08/17/07	08/17/07	08/17/09	08/17/09	
STT HQ Time/Att Equipt	08/17/07		08/17/09		Reprogrammed
VOIP Sysytem	08/17/07		08/17/09		Reprogrammed
Administrative salaries	08/17/07	08/17/07	08/17/09	08/17/09	
Sundry Admin Costs	08/17/07	08/17/07	08/17/09	08/17/09	
Travel/Training	08/17/07	08/17/07	08/17/09	08/17/09	
Technical Salaries	08/17/07	08/17/07	08/17/09	08/17/09	
Tech Sal. Supplement			08/17/09		Incl by budget rev.
VQ6 deChabert Survey	08/17/07		08/17/09		Reprogrammed
VQ15 App70,98,180	08/17/07		08/17/09		Reprogrammed
VQ15 App/3 Units	08/17/07		08/17/09		Reprogrammed
VQ15 Surveys	08/17/07		08/17/09		Reprogrammed
VQ34 Appraisal	08/17/07		08/17/09		Reprogrammed
Property Appraisals	08/17/07	08/17/07	08/17/09	08/17/09	
VQ44 Tot Lot Equipt	08/17/07		08/17/09		Reprogrammed
VQ21 CO#2, Security Gate	08/17/07	08/17/07	08/17/09	08/17/09	
Beautification Init.	08/17/07	08/17/07	08/17/09	08/17/09	
VQ12 Sidewalk repairs			08/17/09	08/17/09	Incl by budget rev.
VQ2Vac.Units2006-056-01	08/17/07	08/17/07	08/17/09	08/17/09	
Vacant Unit Rehabilitation	08/17/07	08/17/07	08/17/09	08/17/09	
Vacant Unit Rehabilitation	08/17/07		08/17/09		Reprogrammed
4C Vac.Units 2006-056-01	08/17/07	08/17/07	08/17/09	08/17/09	
VQ10 Vacant Unit Rehab	08/17/07	08/17/07	08/17/09	08/17/09	
VQ12 Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ15 Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ20 Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ21 Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ22 Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ24A Vacant Unit Rehab	08/17/07		08/17/09		Reprogrammed
VQ24B Vac.Units	08/17/07	08/17/07	08/17/09	08/17/09	
Elevator violations	08/17/07		08/17/09		Reprogrammed
Claim Settlement - Zenon	08/17/07		08/17/09		Reprogrammed
Ext Paint Bldgs 16, 17, 18	08/17/07		08/17/09		Reprogrammed
Vacant Unit Rehabilitation	08/17/07		08/17/09		Reprogrammed
504 Handicapped Access	08/17/07	08/17/07	08/17/09		
VQ5#2006-035, Vac Units	08/17/07	08/17/07	08/17/09	08/17/09	

VQ16#2006-035 Vac Units	08/17/07	08/17/07	08/17/09	08/17/09	
VQ8#2006-035, Vac Units	08/17/07	08/17/07	08/17/09	08/17/09	
VQ11 ladder/cage	08/17/07	08/17/07	08/17/09	08/17/09	
Roof resurfacing	08/17/07	08/17/07	08/17/09	08/17/09	
VQ2,8,15 Vac Unit Rehab	08/17/07	08/17/07	08/17/09	08/17/09	
VQ5 Rehab Contr.#001-99	08/17/07	08/17/07	08/17/09	08/17/09	
VQ5 Roof repairs	08/17/07	08/17/07	08/17/09	08/17/09	
VQ11 Interior Renovations			08/17/09	08/17/09	Incl by budget rev.
VQ11 Roof Resurfacing			08/17/09		Incl by budget rev.
VQ5,16,19, 2007-051			08/17/09		Incl by budget rev.
VQ8 Install Computer Lab	08/17/07	08/17/07	08/17/09	08/17/09	
VQ8 Install Handrails	08/17/07		08/17/09	08/17/09	Reprogrammed
VQ11Nurse Call Sys.	08/17/07		08/17/09		Reprogrammed
VQ44 Laundry Room	08/17/07		08/17/09		Reprogrammed
VQ21 Gate installation	08/17/07	08/17/07	08/17/09	08/17/09	
VQ21 Mgrs Off roof resurf	08/17/07	08/17/07	08/17/09	08/17/09	
VQ1 Photo-copier maint.	08/17/07	08/17/07	08/17/09	08/17/09	
VQ4A Photo-copier maint.	08/17/07	08/17/07	08/17/09	08/17/09	
VQ5 Photo-copier maint.	08/17/07		08/17/09	08/17/09	
VQ7 Photo-copier maint.	08/17/07	08/17/07	08/17/09		Reprogrammed
VQ8 Photo-copier maint.	08/17/07		08/17/09	08/17/09	
VQ11 Photo-copier maint.	08/17/07	08/17/07	08/17/09		Reprogrammed
VQ15 Photo-copier maint.	08/17/07		08/17/09	08/17/09	
VQ16 Photo-copier maint.	08/17/07	08/17/07	08/17/09		Reprogrammed
VQ19 Photo-copier maint.	08/17/07	08/17/07	08/17/09	08/17/09	
VQ20 Photo-copier maint.	08/17/07		08/17/09	08/17/09	
VQ24B Photocopier maint.	08/17/07		08/17/09		Reprogrammed
VQ44 Photo-copier maint.	08/17/07	08/17/07	08/17/09		Reprogrammed
STTHQ Photocopier maint.	08/17/07	08/17/07	08/17/09	08/17/09	
STXHQPhotocopier maint.	08/17/07		08/17/09	08/17/09	
STT Maint Photo-copier	08/17/07		08/17/09		Reprogrammed
STX Maint Photo-copier	08/17/07		08/17/09		Reprogrammed
Maintenance equipment	08/17/07	08/17/07	08/17/09		Reprogrammed
STT HQ 2nd Floor A/C	08/17/07	08/17/07	08/17/09	08/17/09	
STT Public Rel.Office A/C	08/17/07		08/17/09	08/17/09	
Photo-copier repairs	08/17/07		08/17/09		Reprogrammed
IT Equipment	08/17/07	08/17/07	08/17/09		Reprogrammed
CAT 6 LAN Upgrades	08/17/07		08/17/09	08/17/09	
STX gen.transf switch	08/17/07	08/17/07	08/17/09		Reprogrammed
STT Backhoe	08/17/07	08/17/07	08/17/09	08/17/09	
STX Backhoe	08/17/07	08/17/07	08/17/09	08/17/09	Incl by budget rev.
VQ11 Fire alarm system			08/17/09	08/17/09	
Moving Services contract	08/17/07	08/17/07	08/17/09	08/17/09	
Relocation, STX	08/17/07	08/17/07	08/17/09		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150106 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2006** **FFY of Grant Approval: 2006**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	916,096.00	916,096.00	916,096.00	916,096.00
3	1408 Management Improvements	552,263.74	188,996.29	175,381.94	155,573.87
4	1410 Administration (may not exceed 10% of line 21)	527,168.64	495,549.57	494,783.78	493,025.81
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	737,020.54	371,719.97	372,314.56	356,761.45
8	1440 Site Acquisition				
9	1450 Site Improvement	457,136.65	469,346.67	486,647.76	442,047.26
10	1460 Dwelling Structures	2,466,169.71	3,359,696.21	3,362,714.77	2,797,239.11
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	66,776.72	57,412.17	57,412.18	59,813.26
13	1475 Non-dwelling Equipment	943,527.00	494,439.17	469,250.57	445,409.67
14	1485 Demolition	0.00	425,831.33	399,831.33	399,831.33
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	0.00	23,721.62	23,721.62	17,804.82
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150106 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2006** **FFY of Grant Approval: 2006**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	6,802,809.00	6,802,809.00	6,758,154.51	6,083,602.58
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 [signature] **Date** 9/30/09 **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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2006**

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]	
HA-wide	ACC Amendment - Funding Increase	0110		195,215.00	0.00	0.00	0.00	Completed
HA-wide	Operations	1406		916,096.00	916,096.00	916,096.00	916,096.00	Completed
HA-wide	MIP Salaries STT	1408		357,220.74	2,248.07	2,248.07	2,248.07	Completed
HA-wide	MIP Salaries STX	1408		6,000.00	1,195.01	1,195.01	1,195.01	Completed
HA-wide	Abandoned Vehicle Removal STT	1408		50,000.00	44,000.00	35,490.00	21,511.21	In progress
HA-wide	Abandoned Vehicle Removal STX	1408		0.00	6,000.00	2,630.00	2,630.00	In progress
HA-wide	IT Improvements	1408		300,000.00	79,353.26	79,353.26	77,820.14	In progress
HA-wide	Section3/YouthBuild Manager	1408		0.00	36,905.29	36,905.29	33,109.13	In progress
HA-wide	IT Software & Services, Soft Costs	1408		0.00	19,294.66	17,560.31	17,060.31	In progress
HA-wide	Administrative Salaries STT	1410		494,086.64	427,524.77	427,524.77	424,798.86	Completed
HA-wide	Administrative Salaries STX	1410		0.00	36,883.69	36,883.69	36,883.69	Completed
HA-wide	Sundry	1410		18,560.00	8,560.00	7,794.21	5,644.35	In progress
HA-wide	MASS Consultant Fees	1410		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	Travel/Training STT	1410		10,000.00	11,785.11	11,785.11	14,902.91	In progress
HA-wide	Travel/Training STX	1410		0.00	396.00	396.00	396.00	Completed
HA-wide	St. Claire Williams claim settlement	1410		0.00	10,400.00	10,400.00	10,400.00	Completed
HA-wide	Technical Salaries STT	1430		379,833.74	140,946.57	140,946.57	149,990.76	Completed
HA-wide	Technical Salaries STX	1430		0.00	64,806.45	64,806.45	68,887.95	Completed
HA-wide	EPC Consultant	1430		33,318.52	51,331.22	51,331.22	50,830.95	In progress
HA-wide	RFP - Physical Needs Assessment	1430		250,000.00	7,148.75	7,148.75	7,148.75	Completed
HA-wide	RFP - On-Call A/E Services	1430		50,000.00	64,250.00	64,250.00	18,526.93	In progress
HA-wide	RFP - Cistern Recovery	1430		15,000.00	0.00	0.00	0.00	Reprogrmd
HA-wide	RFP - Playground/Recreation	1430		25,000.00	0.00	0.00	0.00	Reprogrmd
VQ001013	Community Center Appraisal	1430		0.00	0.00	0.00	0.00	Reprogrmd
VQ00103I	Dwelling Unit Appraisal	1430		0.00	16,200.00	16,200.00	13,040.00	In progress
VQ001032	CommCenter,land etc Appraisal	1430		0.00	5,000.00	5,000.00	2,000.00	In progress
VQ001034	CommCenter,land etc Appraisal	1430		0.00	4,500.00	4,500.00	2,620.00	In progress
VQ001032	Survey Parcel #388, Annas Retreat	1430		0.00	5,800.00	5,800.00	0.00	Completed
HA-wide	Bordeaux property appraisal	1430		0.00	2,500.00	2,500.00	0.00	Completed
VQ001016	VQ16 property appraisals	1430		0.00	4,500.00	4,500.00	10,300.00	Completed

HA-wide	Handicapped Access Assessment	1430		0.00	26.98	621.57	33,416.11	Completed
HA-wide	EPC Contract Manager	1430		0.00	0.00	0.00	0.00	Reprogrmd
VQ001015	Wms Delight Appraisals	1430		0.00	4,710.00	4,710.00	0.00	In progress
VQ001001	Playground/Basketball Court	1450		35,000.00	4,494.40	4,494.40	2,895.20	Completed
VQ001002	Playground/Basketball Court	1450		50,000.00	0.00	0.00	0.00	Reprogrmd
VQ001003	Playground/Basketball Court	1450		10,000.00	0.00	0.00	0.00	Reprogrmd
VQ001004A	Restore Playground Equipment	1450		35,000.00	0.00	0.00	0.00	Reprogrmd
VQ001005	Restore Playground Equipment	1450		50,000.00	0.00	0.00	0.00	Reprogrmd
VQ001008	Playground/Basketball/Ball Field	1450		50,000.00	9,838.32	0.00	0.00	In planning
VQ001011	Section 504 Improvements	1450		30,000.00	0.00	0.00	0.00	Reprogrmd
VQ001012	Playground Equipment	1450		10,000.00	0.00	0.00	0.00	Reprogrmd
VQ001015	Playground/Baseball Diamond	1450		0.00	10,647.28	10,647.28	0.00	Completed
VQ001016	Playground/Basketball Court	1450		70,000.00	202,819.32	202,819.32	202,819.32	In progress
VQ001016	Sidewalk Repairs	1450		15,000.00	0.00	0.00	0.00	Reprogrmd
VQ001019	Playground/Basketball Court	1450		25,000.00	150,000.00	151,139.41	151,139.41	Completed
VQ001022	Install Benches/Half-Court Basketball	1450		30,000.00	70,161.68	70,161.68	70,580.16	Completed
VQ001031	Playground Equipment	1450		500.00	0.00	0.00	0.00	Reprogrmd
VQ001032	Playground Equipment	1450		500.00	0.00	0.00	0.00	Reprogrmd
VQ001033	504 Access ramp garbage bin/mailbox	1450		12,000.00	0.00	0.00	0.00	Reprogrmd
VQ001044	Install Playground	1450		20,000.00	24,395.95	24,395.95	9,363.17	In progress
VQ001016	Install fence & rails	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001001	Separate water line from Co-op	1450		0.00	22,989.72	22,989.72	5,250.00	In progress
VQ001001	VQ1 Interior Conc.Repairs/Painting	1460		50,000.00	18,262.60	18,262.60	18,262.60	Completed
VQ001001	VQ1 SeparateWaterMeter frmCo-op	1460		40,000.00	0.00	0.00	0.00	Reprogrmd
VQ001002	Ext Painting/Struct.Conc. Repairs	1460		108,000.00	129,250.51	129,250.51	129,250.51	Completed
VQ001004C	Replacement of Interior Stairs	1460		40,000.00	0.00	0.00	0.00	Reprogrmd
VQ001004C	Gutter Flashing/Exterior Wall Sealant	1460		90,000.00	0.00	0.00	0.00	Reprogrmd
VQ001005	Structural Concrete Repairs	1460		25,000.00	0.00	0.00	0.00	Reprogrmd
VQ001005	Roof Resurfacing/Repairs/Downspouts	1460		200,000.00	307,603.76	300,853.76	300,853.76	Completed
VQ001007	Interior Concrete Repairs	1460		100,000.00	5,775.00	5,775.00	5,775.00	Completed
VQ001008	Ext Painting/Structural Concrete Repairs	1460		95,000.00	0.00	0.00	0.00	Reprogrmd
VQ001011	Ext Painting/Structural Concrete Repairs	1460		180,000.00	0.00	0.00	0.00	Reprogrmd
VQ001012	Site Handrails/Sidewalk Repairs	1460		15,000.00	0.00	0.00	0.00	Reprogrmd
VQ001015	Roof Repair/Resurfacing - 53 units	1460		130,604.69	98,740.00	98,740.00	98,740.00	Completed
VQ001016	Roof Repairs/Resurfacing	1460		65,000.00	0.00	0.00	0.00	Reprogrmd
VQ001019	Renovation of Back Porches - Bldg. A	1460		224,000.00	0.00	0.00	0.00	Reprogrmd
VQ001019	Exterior Painting, Concrete Repairs	1460		219,031.67	0.00	0.00	0.00	Reprogrmd
VQ001021	Roof Resurfacing - Comm. Cntr/Office	1460		25,000.00	0.00	0.00	0.00	Reprogrmd
VQ001022	Roof Resurfacing	1460		40,640.00	31,598.92	31,598.92	31,598.92	Completed
VQ001022	Stairwell Stair Replacement	1460		120,000.00	6,589.00	6,589.00	0.00	In progress
VQ001044	Ext Painting, Struct. Conc. Reprs	1460		300,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	Director of Vacancy Rehab	1460		47,500.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	Vacant Unit Repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	STT-Wide Extermination	1460		226,000.00	117,683.85	124,177.46	124,177.46	In progress
HA-wide	STX-Wide Extermination	1460		200,000.00	140,688.50	155,235.73	155,235.73	In progress

VQ001012	STX HQ 2nd floor egress at elevator	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ5,VQ16,Q19	Security Gates, Rails, Stair Treads	1460		0.00	58,910.00	58,910.00	19,400.00	Completed
VQ001005	Doors & masonry repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001005	VQ5 Force Account Exterior Painting	1460		0.00	46,594.07	35,321.79	35,321.79	Completed
HA-wide-STT	Vacant Units Contr 2007-040	1460		0.00	2,398,000.00	2,398,000.00	1,878,623.34	In progress
VQ001012	STX Central Office 2nd floor egress	1470		28,000.00	1,384.68	1,384.68	1,384.68	In progress
VQ001005	VQ5 Comm Center Repl (2) A/C Units	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001007	VQ7 Comm Center Repl (2) A/C Units	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001016	VQ16 Mgr's Office Repl (2) A/C Units	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001019	VQ19 CommCenter Repl (4) A/C Units	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001021	Whim Security Gate repair	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001021	Roof Resurfacing - Comm. Cntr/Office	1470		0.00	16,063.18	16,063.19	16,063.18	Completed
VQ001012	STX Central Office ext stair/handrails	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001001	VQ1 Community center repairs	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001005	VQ5 Community center repairs	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001007	VQ7 Community center repairs	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001016	VQ16 Community center repairs	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001019	VQ19 Community center repairs	1470		0.00	39,964.31	39,964.31	42,365.40	Completed
HA-Wide	Backhoe STT	1475		68,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	Backhoe STX	1475		68,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	(2) Dump Trucks - 1 -STT/ 1-STX	1475		140,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	(1) Manlift - STT	1475		116,392.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	(1) Wrecker	1475		66,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	(2) Bobcat/Trailer - STT/STX	1475		90,000.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	STT MaintRiding Mowers/Trailer	1475		39,470.00	52,370.52	52,370.52	52,370.52	Completed
HA-Wide	STX MaintRiding Mowers/Trailer	1475		39,470.00	28,266.96	28,266.96	28,266.96	Completed
HA-Wide STT	STT Maint- Landscaping Equipt	1475		31,685.00	919.90	919.90	919.90	Completed
HA-Wide STX	STX Maint- Landscaping Equipt	1475		31,685.00	0.00	0.00	0.00	Reprogrmd
HA-Wide STT	IT Equipment STT	1475		0.00	114,440.46	108,852.56	105,061.47	In progress
HA-Wide STX	IT Equipment STX	1475		0.00	84,905.15	64,645.46	49,666.74	In progress
HA-Wide STT	Vehicle, IT Division, STT	1475		0.00	22,645.00	22,645.00	22,645.00	Completed
HA-Wide STX	Vehicle, IT Division, STX	1475		0.00	22,645.00	22,645.00	22,645.00	Completed
HA-Wide	Maintenance/Modernization Equipt	1475		0.00	10,000.00	5,071.09	0.00	In progress
HA-Wide	STT HQ Bkup Gen.Transfer Switch	1475		0.00	133,801.18	133,801.18	133,801.18	Completed
VQ001005	Install A/C unit at Manager's Office	1475		0.00	0.00	0.00	0.00	Reprogrmd
VQ001007	Install A/C unit at Manager's Office	1475		0.00	3,780.00	3,780.00	3,780.00	Completed
VQ001016	Install A/C unit at Manager's Office	1475		0.00	0.00	5,587.90	5,587.90	Completed
VQ001019	Install A/C unit at Manager's Office	1475		0.00	0.00	0.00	0.00	Reprogrmd
VQ001011	VQ11 Install A/C unit in lobby	1475		0.00	20,665.00	20,665.00	20,665.00	Completed
VQ001018/23	Asbestos & LBP Abatement	1485		0.00	399,831.33	399,831.33	399,831.33	Completed
HA-Wide STX	Relocation Specialist STX	1495		0.00	23,721.62	23,721.62	17,804.82	In progress

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150106 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2006**

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]	

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

[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: Virgin Islands Housing Authority — **Federal FFY of Grant: 2006**

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	
ACC Amend Funding Incr	07/17/08	07/17/08	07/17/10		
Operations	07/17/08	07/17/08	07/17/10		
MIP Salaries STT	07/17/08	07/17/08	07/17/10		
MIP Salaries STX	07/17/08	07/17/08	07/17/10		
Aband Vehicle Remvl STT	07/17/08	07/17/08	07/17/10		
Aband Vehicle Remvl STX	07/17/08	07/17/08	07/17/10		
IT Improvements	07/17/08	07/17/08	07/17/10		

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

Section3/YouthBuild Mgr	07/17/08	07/17/08	07/17/10		
IT Software/ Services	07/17/08	07/17/08	07/17/10		
Admin Salaries STT	07/17/08	07/17/08	07/17/10		
Admin Salaries STX	07/17/08	07/17/08	07/17/10		
Sundry	07/17/08	07/17/08	07/17/10		
MASS Consultant Fees	07/17/08		07/17/10		Reprogrammed
Travel/Training STT	07/17/08	07/17/08	07/17/10		
Travel/Training STX	07/17/08	07/17/08	07/17/10		
St. Claire Williams claim	07/17/08	07/17/08	07/17/10		
Technical Salaries STT	07/17/08	07/17/08	07/17/10		
Technical Salaries STX	07/17/08	07/17/08	07/17/10		
EPC Consultant	07/17/08	07/17/08	07/17/10		
Physical Needs Assessment	07/17/08	07/17/08	07/17/10		
On-Call A/E Services	07/17/08	07/17/08	07/17/10		
Cistern Recovery	07/17/08		07/17/10		Reprogrammed
Playground/Recreation	07/17/08		07/17/10		Reprogrammed
					Reprogrammed
VQ13 Comm. Center Appraisal	07/17/08		07/17/10		
VQ31 Dwelling Unit Appraisal	07/17/08	07/17/08	07/17/10		
VQ32 Appraisal	07/17/08	07/17/08	07/17/10		
VQ34 Appraisal	07/17/08	07/17/08	07/17/10		
VQ32Survey Parcel #388	07/17/08	07/17/08	07/17/10		
Bordeaux property appraisal	07/17/08	07/17/08	07/17/10		
VQ16 property appraisals	07/17/08	07/17/08	07/17/10		
Handicapped Access Assessmnt	07/17/08	07/17/08	07/17/10		
EPC Contract Manager	07/17/08		07/17/10		Reprogrammed
Wms Delight Appraisals	07/17/08		07/17/10		In progress
VQ1 Playground/Basketball Crt	07/17/08	07/17/08	07/17/10		
VQ2 Playground/Basketball Crt	07/17/08		07/17/10		Reprogrammed
VQ3 Playground/Basketball Crt	07/17/08		07/17/10		Reprogrammed
VQ4A Playground Equipment	07/17/08		07/17/10		Reprogrammed
VQ5 Playground Equipment	07/17/08		07/17/10		Reprogrammed
VQ8 Playgnd/Bball/Ball Field	07/17/08	07/17/08	07/17/10		
VQ11 Section 504 Imprvmnts	07/17/08		07/17/10		Reprogrammed
VQ12 Playground Equipment	07/17/08		07/17/10		Reprogrammed
VQ15 Playground/Ballfield	07/17/08	07/17/08	07/17/10		
VQ16 Playground/Basketball Ct	07/17/08	07/17/08	07/17/10		
VQ Sidewalk Repairs	07/17/08		07/17/10		Reprogrammed
VQ19 Playground/Basketball Ct	07/17/08	07/17/08	07/17/10		
VQ22 Benches/Half-Ct Bball	07/17/08	07/17/08	07/17/10		
VQ31 Playground Equipment	07/17/08		07/17/10		Reprogrammed
VQ32 Playground Equipment	07/17/08		07/17/10		Reprogrammed
VQ33504 ramp, bin/mailbox	07/17/08		07/17/10		Reprogrammed
VQ44 Install Playground	07/17/08	07/17/08	07/17/10		

VQ16 Install fence & rails	07/17/08		07/17/10		Reprogrammed
VQ1Separ. waterlinefrmCo-op	07/17/08	07/17/08	07/17/10		
VQ1 Interior Conc.Reprs/Paint	07/17/08	07/17/08	07/17/10		
VQ1 SeprWaterMeter frmCo-op	07/17/08	07/17/08	07/17/10		
VQ2 Ext Paint/Conc. Repairs	07/17/08	07/17/08	07/17/10		
VQ4C Replacement of Int Stairs	07/17/08		07/17/10		Reprogrammed
VQ4C Gutter Flashng/Extr Wall	07/17/08		07/17/10		Reprogrammed
VQ5 StructConcrete Repairs	07/17/08		07/17/10		Reprogrammed
VQ5 Roof		07/17/08	07/17/10		
ResurfacingRepairs/Downspouts	07/17/08	07/17/08	07/17/10		
VQ7 Interior Concrete Repairs	07/17/08		07/17/10		Reprogrammed
VQ8 Ext Painting Conc Repairs	07/17/08		07/17/10		Reprogrammed
VQ11 Ext Paintl Conc. Repairs	07/17/08		07/17/10		Reprogrammed
VQ12 Handrails/Sidewalk Reprs	07/17/08		07/17/10		Reprogrammed
VQ15 Roof Repair/Resurfacing	07/17/08	07/17/08	07/17/10		
VQ16 Roof Repairs/Resurfacing	07/17/08		07/17/10		Reprogrammed
VQ19 Renovate Back Porches	07/17/08		07/17/10		Reprogrammed
VQ19 Ext Paint Concrete Reprs	07/17/08		07/17/10		Reprogrammed
VQ21 Roof Resurfacing	07/17/08		07/17/10		Reprogrammed
VQ22 Roof Resurfacing	07/17/08	07/17/08	07/17/10		
VQ22 Stairwell Stair Repl	07/17/08	07/17/08	07/17/10		
VQ44 Ext Paint, Conc. Reprs	07/17/08		07/17/10		Reprogrammed
Director of Vacancy Rehab	07/17/08		07/17/10		Reprogrammed
Vacant Unit Repairs	07/17/08		07/17/10		Reprogrammed
STT-Wide Extermination	07/17/08	07/17/08	07/17/10		
STX-Wide Extermination	07/17/08	07/17/08	07/17/10		
STX HQ 2nd flr egress	07/17/08		07/17/10		Reprogrammed
VQ5-16-19 gates/rails/stair Trds	07/17/08	07/17/08	07/17/10		
VQ5 Doors & masonry repairs	07/17/08		07/17/10		Reprogrammed
VQ5 Force Acc Ext. Painting	07/17/08	07/17/08	07/17/10		
Vacant Units Contr 2007-040	07/17/08	07/17/08	07/17/10		
STX HQ 2nd floor egress	07/17/08	07/17/08	07/17/10		
VQ5 Comm Center A/C Units	07/17/08		07/17/10		Reprogrammed
VQ7 Comm Center A/C Units	07/17/08		07/17/10		Reprogrammed
VQ16 Mgr's Office A/C Units	07/17/08		07/17/10		Reprogrammed
VQ19 CommCenter A/C Units	07/17/08		07/17/10		Reprogrammed
Whim Security Gate repair	07/17/08		07/17/10		Reprogrammed
VQ21 Roof Resurfacing	07/17/08	07/17/08	07/17/10		
STX HQ ext stair/handrails	07/17/08		07/17/10		Reprogrammed
VQ1 Community center repairs	07/17/08		07/17/10		Reprogrammed
VQ5 Community center repairs	07/17/08		07/17/10		Reprogrammed
VQ7 Community center repairs	07/17/08		07/17/10		Reprogrammed
VQ16 Community center repairs	07/17/08		07/17/10		Reprogrammed
VQ19 Community center repairs	07/17/08	07/17/08	07/17/10		
Backhoe STT	07/17/08		07/17/10		Reprogrammed

Backhoe STX	07/17/08		07/17/10		Reprogrammed
Dump Trucks,STT/STX	07/17/08		07/17/10		Reprogrammed
(1) Manlift - STT	07/17/08		07/17/10		Reprogrammed
(1) Wrecker	07/17/08		07/17/10		Reprogrammed
(2) Bobcat/Trailer - STT/STX	07/17/08		07/17/10		Reprogrammed
STT MaintRiding	07/17/08	07/17/08	07/17/10		
Mowers/Trailer	07/17/08	07/17/08	07/17/10		
STX MaintRiding	07/17/08	07/17/08	07/17/10		
Mowers/Trailer	07/17/08		07/17/10		
STT Maint- Landscaping Equipt	07/17/08	07/17/08	07/17/10		Reprogrammed
STX Maint- Landscaping Equipt	07/17/08	07/17/08	07/17/10		
IT Equipment STT	07/17/08	07/17/08	07/17/10		
IT Equipment STX	07/17/08	07/17/08	07/17/10		
Vehicle, IT Division, STT	07/17/08	07/17/08	07/17/10		
Vehicle, IT Division, STX	07/17/08	07/17/08	07/17/10		
Maint/Modernization Equipt	07/17/08		07/17/10		
STT HQ Gen.Transfer Switch	07/17/08	07/17/08	07/17/10		Reprogrammed
VQ5 A/C, Manager's Office	07/17/08		07/17/10		
VQ7 A/C, Manager's Office	07/17/08	07/18/08	07/17/10		Reprogrammed
VQ16 A/C, Manager's Office	07/17/08		07/17/10		
VQ19 A/C, Manager's Office	07/17/08		07/17/10		Reprogrammed
VQ11 Install A/C unit in lobby	07/17/08	07/17/08	07/17/10		Reprogrammed
LEB Asb & LBP Abatement	07/17/08	07/17/08	07/17/10		
Relocation Specialist STX	07/17/08	07/17/08	07/17/10		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150107 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2007** **FFY of Grant Approval: 2007**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	916,096.00	1,274,123.60	1,274,123.60	916,096.00
3	1408 Management Improvements	364,181.48	470,708.43	421,696.07	361,445.41
4	1410 Administration (may not exceed 10% of line 21)	523,552.66	523,552.66	518,908.26	479,624.83
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	374,410.88	395,433.90	331,075.88	128,788.06
8	1440 Site Acquisition				
9	1450 Site Improvement	0.00	570,440.13	360,250.67	360,250.67
10	1460 Dwelling Structures	4,108,671.32	2,517,201.55	1,249,598.18	917,154.99
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	22,000.00	222,354.30	75,857.34	6,500.47
13	1475 Non-dwelling Equipment	61,705.66	335,097.77	248,452.40	248,452.40
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	0.00	61,705.66	30,852.83	30,681.79
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150107 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2007** **FFY of Grant Approval: 2007**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	6,370,618.00	6,370,618.00	4,510,815.23	3,448,994.62
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** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150107 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2007**

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]	
HA-wide	Operations	1406		916,096.00	1,274,123.60	1,274,123.60	916,096.00	In progress
HA-wide	Salaries	1408		64,181.48	64,181.48	64,181.48	44,324.52	In progress
HA-wide	IT Improvements	1408		300,000.00	144,056.95	102,644.59	84,730.04	In progress
HA-wide	Employee Assistance Program	1408		0.00	7,600.00	0.00	0.00	In progress
HA-wide	Patterson & Assc. Stop-Loss contract	1408		0.00	254,870.00	254,870.00	232,390.85	In progress
HA-wide	Providence PHA InteragencyAgrmnt	1408		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	Salaries	1410		515,052.66	515,052.66	515,052.66	474,727.33	In progress
HA-wide	Sundry	1410		5,000.00	5,000.00	1,086.35	1,763.76	In progress
HA-wide	Travel/Training	1410		3,500.00	3,500.00	2,769.25	3,133.74	In progress
HA-wide	Benjamin Nazario settlement of claim	1410		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	Salaries	1430		294,410.88	294,410.88	294,410.88	127,673.06	In progress
HA-wide	Surveys/Appraisals	1430		80,000.00	80,000.00	1,115.00	1,115.00	In progress
HA-wide	504 Needs Assessment	1430		0.00	21,023.02	35,550.00	0.00	In progress
VQ001001	VQ1 Restore Playground Equipt	1450		0.00	173,927.07	0.00	13,155.00	In progress
VQ001002	VQ2 Restore Playground Equipt	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001003	VQ3 Restore Playground Equipt	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001004A	VQ4A Restore Playground Equipt	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001005	VQ5 Restore Playground Equipt	1450		0.00	117,416.51	117,416.51	117,416.51	Completed
VQ001008	VQ8 Restore Playground Equipt	1450		0.00	11,039.33	0.00	0.00	Reprogrmd
VQ001011	VQ11 Section 504 Improvements	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001012	VQ12 Restore Playground Equipt	1450		0.00	10,000.00	1,665.00	1,665.00	In progress
VQ001016	VQ16 Sidewalk Repairs	1450		0.00	0.00	0.00	0.00	Reprogrmd
VQ001033	VQ33 504 ramp garbage bin/mailbox	1450		0.00	12,000.00	0.00	0.00	Reprogrmd
VQ001016	VQ16, Install fence & rails	1450		0.00	9,740.70	0.00	0.00	Reprogrmd
VQ001004B	VQ4B Playground Restoration	1450		0.00	17,622.75	29,228.89	29,228.89	Completed
HA-wide	Garbage Enclosures, STT/STX	1450		0.00	165,596.77	165,596.77	165,596.77	Completed
VQ001005	Harris Court landscaping	1450		0.00	2,448.50	0.00	0.00	Reprogrmd
VQ001001	Stairwell Security Locks	1450		0.00	13,155.00	13,155.00	0.00	Completed
VQ001015	VQ15 waterline hookups to indiv. units	1450		0.00	33,188.50	33,188.50	33,188.50	Reprogrmd
HA-wide	Relocate 4 containers frm VQ16	1450		0.00	4,305.00	0.00	0.00	

VQ001001	VQ1 Interior Concrete Repairs/Painting	1460		0.00	59,556.61	0.00	0.00	Reprogrmd
VQ001004C	VQ4C Replacement of Interior Stairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001004C	VQ4C Gutter Flashng/Ext Wall Sealant	1460		0.00	90,000.00	0.00	0.00	Reprogrmd
VQ001012	VQ12 Site Handrails/Sidewalk Repairs	1460		0.00	23,500.00	0.00	0.00	Reprogrmd
VQ001016	VQ16 Roof Repairs/Resurfacing	1460		0.00	247,857.60	223,071.57	55,050.24	In progress
VQ001019	VQ19 Renovation of Back Porches	1460		0.00	248,644.30	214,218.24	143,567.20	In progress
VQ001022	VQ22 Stairwell Stair Replacement	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001044	VQ44 Ext. Painting/StructConc.Reprs	1460		0.00	10,929.83	0.00	0.00	Reprogrmd
HA-wide	STT-Wide Extermination	1460		0.00	2,485.68	0.00	33,125.75	In progress
HA-wide	STX-Wide Extermination	1460		0.00	108,206.00	47,093.00	3,710.00	In progress
HA-wide	STX CentrlOffice 2nd floor egress	1460		0.00	26,615.32	0.00	0.00	Reprogrmd
VQ001005	VQ5 Doors & masonry repairs	1460		0.00	55,125.00	0.00	0.00	Reprogrmd
VQ001003	VQ3 Harrigan Court handrail repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001020	VQ20 Hodge Pavil. Handrail repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001024B	VQ24B Can. Guad. Handrail repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001004C	VQ4C MarleyHomesHandrail repairs	1460		0.00	0.00	0.00	0.00	Reprogrmd
VQ001011	VQ11 Elevator/emergency features	1460		0.00	69,400.00	0.00	0.00	Reprogrmd
HA-wide	Vacant Units contract #2007-040	1460		0.00	214,543.17	17,622.75	0.00	Reprogrmd
VQ001002	VQ2 Site Handrails/Sidewalk Repairs	1460		0.00	16,940.00	0.00	0.00	Reprogrmd
VQ001001	VQ1 Stairwell Security Locks	1460		0.00	0.00	0.00	0.00	
VQ001005	VQ5 Kenrick Thomas claim Settlement	1460		0.00	102,182.78	102,182.78	102,182.78	Completed
VQ001011	VQ11 Nurse call System	1460		0.00	64,154.22	0.00	0.00	Reprogrmd
HA-wide	Vacant Unit Rehabilitation, STT	1460		2,400,000.00	0.00	0.00	0.00	Reprogrmd
HA-wide	Vacant Unit Rehabilitation, STX	1460		1,708,671.32	1,177,061.04	645,409.84	579,519.02	In progress
VQ001005	VQ5 Comm Center Repl (2) A/C Units	1470		0.00	2,825.00	0.00	0.00	Reprogrmd
VQ001007	VQ7 Comm Center Repl (2) A/C Units	1470		0.00	5,900.00	0.00	0.00	Reprogrmd
VQ001016	VQ16 Mgr's Office Repl (2) A/C Units	1470		0.00	2,295.00	0.00	0.00	Reprogrmd
VQ001019	VQ19 CommCenter Repl (4) A/C Units	1470		0.00	26,711.72	0.00	0.00	Reprogrmd
VQ001021	VQ21 Security Gate Repair	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001005	VQ5 Management Office A/C unit	1470		0.00	6,550.00	0.00	0.00	Reprogrmd
VQ001007	VQ7 Management Office A/C unit	1470		0.00	2,770.00	0.00	0.00	Reprogrmd
VQ001016	VQ16 Management Office A/C unit	1470		0.00	6,550.00	0.00	0.00	Reprogrmd
VQ001019	VQ19 Management Office A/C unit	1470		0.00	6,550.00	0.00	0.00	Reprogrmd
VQ001021	VQ21 Roof re-surfacing	1470		0.00	8,936.82	0.00	0.00	Reprogrmd
VQ001001	VQ1 Community Center repairs	1470		0.00	15,481.28	0.00	0.00	Reprogrmd
VQ001005	VQ5 Community Center repairs	1470		0.00	24,899.80	0.00	0.00	Reprogrmd
VQ001007	VQ7 Community Center repairs	1470		0.00	18,537.34	0.00	0.00	Reprogrmd
VQ001016	VQ16 Community Center repairs	1470		0.00	18,490.00	0.00	0.00	Reprogrmd
VQ001012	STX Central Office exterior stairs	1470		0.00	0.00	0.00	0.00	Reprogrmd
VQ001019	Change Order #3, Contract 2007-036	1470		0.00	1,242.10	1,242.10	0.00	Reprogrmd
VQ001019	Change Order #1, Contract 2008-010	1470		0.00	1,300.00	1,300.00	0.00	Reprogrmd
HA-wide	VIHA STT Central Office roof repairs	1470		0.00	25,219.00	25,219.00	0.00	Reprogrmd
VQ001019	VQ19 504 Ramp at Headstart Center	1470		0.00	48,096.24	48,096.24	6,500.47	Reprogrmd
HA-wide	(1) Dump Truck - STT	1475		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	(1) Dump Truck - STX	1475		0.00	0.00	0.00	0.00	Reprogrmd

HA-wide	(1) Bobcat/Trailer - STT	1475		0.00	0.00	0.00	0.00	Reprogrmd
HA-wide	(1) Bobcat/Trailer - STX	1475		0.00	36,613.03	29,967.66	29,967.66	In progress
HA-wide	STX Riding Mowers&Trailer	1475		0.00	2,295.64	2,295.64	2,295.64	Completed
HA-wide	STT Maint.Equipt/ Landsc. Equipt	1475		0.00	22,470.10	22,470.10	22,470.10	Completed
HA-wide	STX Maint.Equipt /Landsc. Equipt	1475		0.00	20,625.00	20,625.00	20,625.00	Completed
AMP 21P	Ice maker, AMP: VQ001000021P	1475		0.00	0.00	0.00	0.00	Reprogrmd
AMP 22P	Ice maker, AMP: VQ001000022P	1475		0.00	0.00	0.00	0.00	Reprogrmd
AMP 23P	Ice maker, AMP: VQ001000023P	1475		0.00	0.00	0.00	0.00	Reprogrmd
AMP 24P	Ice maker, AMP: VQ001000024P	1475		0.00	0.00	0.00	0.00	Reprogrmd
AMP 25P	Ice maker, AMP: VQ001000025P	1475		0.00	0.00	0.00	0.00	
HA-Wide	(1) Vehicle Mod STX	1475		22,000.00	23,094.00	23,094.00	23,094.00	Completed
HA-Wide	IT Equipment	1475		0.00	150,000.00	150,000.00	150,000.00	Completed
HA-Wide	Ice making machine	1475		0.00	0.00	0.00	0.00	Reprogrmd
HA-Wide	Motorized vehicles (golf cart type)	1475		0.00	80,000.00	0.00	0.00	Reprogrmd
HA-Wide	Relocation Specialist STT	1495		30,852.83	30,852.83	0.00	0.00	Reprogrmd
HA-Wide	Relocation Specialist STX	1495		30,852.83	30,852.83	30,852.83	30,681.79	Completed

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150107 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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2007

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	
Operations	09/12/09		09/12/11		
Salaries	09/12/09		09/12/11		
IT Improvements	09/12/09		09/12/11		
Employee Assist.Program			09/12/11		Included by budget revision
Patterson Stop-Loss	09/12/09		09/12/11		
Prov. InteragencyAgrmnt			09/12/11		Included by budget revision
Salaries	09/12/09		09/12/11		
Sundry	09/12/09		09/12/11		
Travel/Training	09/12/09		09/12/11		
Benjamin Nazario claim	09/12/09		09/12/11		
Salaries	09/12/09		09/12/11		
Surveys/Appraisals			09/12/11		Included by budget revision
504 Needs Assessment			09/12/11		Included by budget revision
VQ1 Restore Playground	09/12/09		09/12/11		
VQ2 Restore Playground	09/12/09		09/12/11		
VQ3 Restore Playground	09/12/09		09/12/11		
VQ4A Restore Playground	09/12/09		09/12/11		
VQ5 Restore Playground	09/12/09		09/12/11		
VQ8 Replace Playground	09/12/09		09/12/11		
VQ11 Section 504	09/12/09		09/12/11		
VQ12 Restore Playground	09/12/09		09/12/11		
VQ16 Sidewalk Repairs	09/12/09		09/12/11		
VQ33 504 Access ramp	09/12/09		09/12/11		
VQ16, Install fence & rails	09/12/09		09/12/11		
VQ4B Playground	09/12/09		09/12/11		
Garbage Enclosures	09/12/09		09/12/11		
Harris Court landscaping	09/12/09		09/12/11		
VQ1 Stairwell Sec.Locks	09/12/09		09/12/11		
VQ15 waterline hookups ts	09/12/09		09/12/11		
VQ16 Relocate containers			09/12/11		Included by budget revision

VQ1 Interior Painting	09/12/09		09/12/11		
VQ4C Repl Interior Stairs	09/12/09		09/12/11		
VQ4C Gutter/Ext Wall	09/12/09		09/12/11		
VQ12 Handrails/Sidewalk	09/12/09		09/12/11		
VQ16 Roof Repairs	09/12/09		09/12/11		
VQ19 Porches - Bldg. A	09/12/09		09/12/11		
VQ22 Stairwell Stair Repl	09/12/09		09/12/11		
VQ44 Exterior Painting	09/12/09		09/12/11		
STT-Wide Extermination	09/12/09		09/12/11		
STX-Wide Extermination	09/12/09		09/12/11		
STX HQ 2nd floor egress	09/12/09		09/12/11		
VQ5 Doors & masonry wk	09/12/09		09/12/11		
VQ3 handrail repairs	09/12/09		09/12/11		
VQ20 Handrail repairs	09/12/09		09/12/11		
VQ24B Handrail repairs	09/12/09		09/12/11		
VQ4C Handrail repairs	09/12/09		09/12/11		
VQ11 Elevator features	09/12/09		09/12/11		
Vacant Units #2007-040	09/12/09		09/12/11		
VQ2 Handrails/Sidewalk	09/12/09		09/12/11		
VQ1 Stairwell Security Lks	09/12/09		09/12/11		
VQ5 K. Thomas claim	09/12/09		09/12/11		
VQ11 Nurse call System	09/12/09		09/12/11		
Vacant Units STT	09/12/09		09/12/11		
Vacant Units STX	09/12/09		09/12/11		
VQ5 Com Centr A/C	09/12/09		09/12/11		
VQ7 ComCenter A/C	09/12/09		09/12/11		
VQ16 Mgr'sOffice A/C	09/12/09		09/12/11		
VQ19 CommCenter A/C	09/12/09		09/12/11		
VQ21 Security Gate	09/12/09		09/12/11		
VQ5 Mgt Office A/C	09/12/09		09/12/11		
VQ7 Mgt Office A/C	09/12/09		09/12/11		
VQ16 Mgt Office A/C	09/12/09		09/12/11		
VQ19 Mgt Office A/C	09/12/09		09/12/11		
VQ21 Roof re-surfacing	09/12/09		09/12/11		
VQ1 Com. Center repairs	09/12/09		09/12/11		
VQ5 Com. Center repairs	09/12/09		09/12/11		
VQ7 Com. Center repairs	09/12/09		09/12/11		
VQ16 Com. Center repairs	09/12/09		09/12/11		
STX HQ exterior stairs	09/12/09		09/12/11		
C O #3, Contract 2007-036	09/12/09		09/12/11		
CO #1, Contract 2008-010	09/12/09		09/12/11		
STT HQ roof repairs	09/12/09		09/12/11		
VQ19 504 Ramp Headstart	09/12/09		09/12/11		
(1) Dump Truck - STT	09/12/09		09/12/11		
Dump Truck - STX	09/12/09		09/12/11		

(1) Bobcat/Trailer - STT	09/12/09		09/12/11		
(1) Bobcat/Trailer - STX	09/12/09		09/12/11		
STX Maintenance	09/12/09		09/12/11		
Equipment- Riding	09/12/09		09/12/11		
Mowers&Trailer	09/12/09		09/12/11		
STT Maintenance	09/12/09		09/12/11		
Equipment - Landscaping	09/12/09		09/12/11		
Equipt	09/12/09		09/12/11		
STX Maintenance	09/12/09		09/12/11		
Equipment - Landscaping	09/12/09		09/12/11		
Equipt	09/12/09		09/12/11		
Ice maker, AMP: 21P	09/12/09		09/12/11		
Ice maker, AMP: 22P	09/12/09		09/12/11		
Ice maker, AMP: 23P	09/12/09		09/12/11		
Ice maker, AMP: 24P	09/12/09		09/12/11		
Ice maker, AMP: 25P	09/12/09		09/12/11		
(1) Vehicle Mod STX	09/12/09		09/12/11		
IT Equipment	09/12/09		09/12/11		
Ice making machine	09/12/09		09/12/11		
Vehicles (golf cart type)	09/12/09		09/12/11		
Relocation Specialist STT	09/12/09		09/12/11		
Relocation Specialist STX	09/12/09		09/12/11		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150108 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	916,096.00	1,308,314.80	1,308,314.80	0.00
3	1408 Management Improvements	649,847.87	530,847.87	319,105.46	245,574.25
4	1410 Administration (may not exceed 10% of line 21)	560,020.66	560,020.66	535,020.66	272,565.61
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	356,890.88	356,890.88	355,045.88	312,516.05
8	1440 Site Acquisition				
9	1450 Site Improvement	150,000.00	210,459.42	160,459.42	110,459.42
10	1460 Dwelling Structures	3,783,718.59	1,462,889.01	297,568.64	184,023.56
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	0.00	186,700.48	0.00	0.00
13	1475 Non-dwelling Equipment	58,000.00	244,093.00	131,605.62	107,742.76
14	1485 Demolition	0.00	1,600,000.00	0.00	0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	67,000.00	81,357.88	37,278.36	30,642.83
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150108 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2008** **FFY of Grant Approval: 2008**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	6,541,574.00	6,541,574.00	3,144,398.84	1,263,524.48
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** 9/30/09 **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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150108 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]	
HA-Wide	Operations	1406		916,096.00	1,308,314.80	1,308,314.80	0.00	In progress
HA-Wide	Salaries	1408		0.00	0.00	0.00	0.00	Reprogrammed
HA-Wide	IT Improvements	1408		349,847.87	179,847.87	69,126.43	70,588.93	In progress
HA-Wide	VOIP	1408		250,000.00	250,000.00	249,979.03	174,985.32	In progress
HA-Wide	Staff Training	1408		50,000.00	50,000.00	0.00	0.00	In Planning
HA-Wide	Microsoft Publisher Staff Training	1408		0.00	1,000.00	0.00	0.00	In Planning
HA-Wide	Patterson & Assoc Consult Svcs	1408		0.00	50,000.00	0.00	0.00	In Planning
HA-Wide	Salaries	1410		535,020.66	535,020.66	535,020.66	272,565.61	In progress
HA-Wide	Sundry	1410		15,000.00	15,000.00	0.00	0.00	In Planning
HA-Wide	Travel/Training	1410		10,000.00	10,000.00	0.00	0.00	In Planning
HA-Wide	Salaries	1430		306,890.88	306,890.88	306,890.88	275,743.75	In progress
HA-Wide	A/E Services	1430		50,000.00	50,000.00	48,155.00	36,772.30	In progress
VQ5 Harris Court	Curb appeal/landscaping	1450		50,000.00	52,448.70	52,448.70	52,448.70	Completed
VQ5 Harris Court	Playground Improvements	1450		0.00	58,010.72	58,010.72	56,937.72	In progress
VQ1 Pearson Gdns	Curb appeal/landscaping	1450		50,000.00	50,000.00	50,000.00	0.00	In progress
VQ4B Piggy Gerard	VQ4B Curb appeal/landscaping	1450		0.00	8,333.35	0.00	0.00	In Planning
VQ8 JFK Terrace	Curb appeal/landscaping	1450		0.00	8,333.33	0.00	0.00	In Planning
VQ24B C.Guadloupe	Curb appeal/landscaping	1450		50,000.00	8,333.33	0.00	0.00	In Planning
VQ22 Mt. Pleasant	Curb appeal/landscaping	1450		0.00	8,333.33	0.00	0.00	In Planning
VQ12 Aureo Diaz	Curb appeal/landscaping	1450		0.00	8,333.33	0.00	0.00	In Planning
VQ21 Wilfred Pedro	Curb appeal/landscaping	1450		0.00	8,333.33	0.00	1,073.00	In progress
VQ5 Harris Court	Interior Bldg Sys. & Structural Repairs	1460		60,000.00	60,000.00	1,778.00	1,778.00	In progress
VQ5 Harris Court	Roof re-surfacing/downspouts Phase II	1460		500,000.00	324,572.77	0.00	0.00	In Planning
VQ5 Harris Court	Force Acct physical improvements	1460		90,000.00	99,204.41	90,000.00	88,776.56	In progress
VQ16 Tutu Highrise	Ext. BldgSys/Struct.Reprs/ComCentr	1460		85,000.00	85,000.00	0.00	0.00	In Planning
VQ16 Tutu Highrise	Bldg Sys failure/downspout repairs	1460		42,718.59	42,718.59	0.00	0.00	In Planning
VQ16 Tutu Highrise	Walkway replacement	1460		0.00	109,891.64	109,891.64	0.00	In progress
VQ16 Tutu Highrise	Repair stairs, treads and handrails	1460		0.00	26,150.00	26,150.00	0.00	In progress
VQ19 Estate Bovoni	Ext. BldgSys/Struct.Reprs/ComCentr	1460		425,000.00	64,351.60	69,749.00	69,969.00	Completed
VQ1 Pearson Gdns	Bldg Systems & Structural Repairs	1460		30,000.00	30,000.00	0.00	0.00	In Planning

VQ7 Kirwan Terrace	Interior Bldg Sys & Structural Repairs	1460		100,000.00	100,000.00	0.00	0.00	In Planning
VQ44 Contant Knolls	Exterior Bldg Sys & Structural Repairs	1460		900,000.00	0.00	0.00	0.00	Reprogrammed
VQ2 Jackson Terrace	Exterior Painting	1460		108,000.00	108,000.00	0.00	0.00	In Planning
VQ8/12 JFK Terrace	Fabricate/install handrails @stairwells	1460		95,000.00	95,000.00	0.00	23,500.00	In progress
VQ24B C.Guadloupe	Exterior Bldg Sys & Structural Repairs	1460		700,000.00	0.00	0.00	0.00	Reprogrammed
VQ21 Wilfred Pedro	Replace meter banks/fire code reg.	1460		180,000.00	180,000.00	0.00	0.00	In Planning
VQ21 Wilfred Pedro	Front/back door replacements	1460		98,000.00	98,000.00	0.00	0.00	In Planning
VQ21 Wilfred Pedro	Security fencing/lighting	1460		40,000.00	40,000.00	0.00	0.00	In Planning
HA-wide	Vacant Unit Rehab	1460		330,000.00	0.00	0.00	0.00	Reprogrammed
VQ21 Wilfred Pedro	Floor slabs & roofing structure	1470		0.00	186,700.48	0.00	0.00	In Planning
HA-wide	Vehicle - MOD STT	1475		28,000.00	44,093.00	42,552.02	42,409.46	Completed
HA-wide	Steamers/power washers	1475		30,000.00	30,000.00	0.00	0.00	In Planning
HA-Wide	IT Hardware	1475		0.00	170,000.00	89,053.60	65,333.30	In progress
VQ23 L. E. Brown	Revitalization	1485		0.00	1,600,000.00	0.00	0.00	In Planning
HA-Wide	Resident Relocations, STT & STX	1495		0.00	44,357.88	37,278.36	30,642.83	In progress
HA-Wide	Relocation Specialists STT & STX	1495		67,000.00	37,000.00	0.00	0.00	In progress

[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.

OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150108 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]	

[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.

OMB No. 2577-0226
Expires 4/30/2011

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Virgin Islands 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	
HA-Wide	06/12/10	06/12/09	06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10	06/12/09	06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10	06/12/09	06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10	06/12/09	06/12/12		
VQ5 Harris Court	06/12/10	06/12/09	06/12/12		
VQ5 Harris Court	06/12/10	06/12/09	06/12/12		
VQ1 Pearson Gdns	06/12/10	06/12/09	06/12/12		
VQ4B Piggy Gerard	06/12/10		06/12/12		
VQ8 JFK Terrace	06/12/10		06/12/12		
VQ24B C.Guadloupe	06/12/10		06/12/12		
VQ22 Mt. Pleasant	06/12/10		06/12/12		
VQ12 Aureo Diaz	06/12/10		06/12/12		
VQ21 Wilfred Pedro	06/12/10		06/12/12		
VQ5 Harris Court	06/12/10		06/12/12		
VQ5 Harris Court	06/12/10		06/12/12		
VQ5 Harris Court	06/12/10	06/12/09	06/12/12		
VQ16 Tutu Highrise	06/12/10		06/12/12		
VQ16 Tutu Highrise	06/12/10		06/12/12		
VQ16 Tutu Highrise	06/12/10	06/12/09	06/12/12		
VQ16 Tutu Highrise	06/12/10	06/12/09	06/12/12		
VQ19 Estate Bovoni	06/12/10	06/12/09	06/12/12		
VQ1 Pearson Gdns	06/12/10		06/12/12		
VQ7 Kirwan Terrace	06/12/10		06/12/12		
VQ44 Contant Knolls	06/12/10		06/12/12		

VQ2 Jackson Terrace	06/12/10		06/12/12		
VQ8/12 JFK Terrace	06/12/10		06/12/12		
VQ24B C.Guadloupe	06/12/10		06/12/12		
VQ21 Wilfred Pedro	06/12/10		06/12/12		
VQ21 Wilfred Pedro	06/12/10		06/12/12		
VQ21 Wilfred Pedro	06/12/10		06/12/12		
HA-wide	06/12/10		06/12/12		
VQ21 Wilfred Pedro	06/12/10		06/12/12		
HA-wide	06/12/10	06/12/09	06/12/12		
HA-wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
VQ23 Louis E. Brown	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		
HA-Wide	06/12/10		06/12/12		

[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.

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: Virgin Islands 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	

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	Grant Type and Number Capital Fund Program Grant No: VQ46S00150109 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: June 30, 2009 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	238,168.21			
8	1440 Site Acquisition				
9	1450 Site Improvement	7,266,288.79	7,504,457		
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	1,911,351	1,911,351		
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46S00150109 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: June 30, 2009** ☐ **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)	9,415,808	9,415,808		
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** 9/30/09 **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.

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46S00150109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-Wide	Technical Salaries	1430		238,168.21	0	0	0	N/A
VQ0010016,Tutu Highise.	Demolition of Bldgs 1, 2, 3 and 9	1485		1,911,351	1,911,351	0	0	In planning
VQ001019, Bovoni	Ext. painting, concrete repairs	1460		1,200,000	1,200,000	0	0	In planning
VQ07, Kirwan Terrace	Ext. walls, sealing, painting	1460		800,000	800,000	0	0	In planning
VQ001044, Contant Knolls	Ext. improvements	1460		1,100,000	1,100,000	0	0	In planning
VQ001024B. Candido Guadaloupe	Ext Bldg Sys, structural repairs	1460		700,000	700,000	0	0	In planning
VQ001012, Aureo Diaz	Ext Bldg Sys, structural repairs	1460		450,000	450,000	0	0	In planning
PHA-Wide	Vacant Unit rehab	1460		3,016,288.79	3,016,288.79	0	0	Under procurement
PHA-Wide	Force Account vacancy reduction	1460		0	238,168.21	0	0	In planning

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46S00150109 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.

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

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: Virgin Islands 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	
PHA-Wide	03/17/10		03/17/12		
VQ16 Tutu Highrise	03/17/10		03/17/12		
VQ19 Estate Bovoni	03/17/10		03/17/12		
VQ07 Kirwan Terrace	03/17/10		03/17/12		
VQ44 Contant Knolls	03/17/10		03/17/12		
VQ24B Cand. Guadaloupe	03/17/10		03/17/12		
VQ12 Aureo Diaz	03/17/10		03/17/12		
PHA-Wide	03/17/10		03/17/12		
PHA-Wide	03/17/10		03/17/12		

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

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

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

Part I: Summary

PHA Name: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150110 Replacement Housing Factor Grant No: Date of CFFP: N/A	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	1,207,922.20			
3	1408 Management Improvements	116,661.35			
4	1410 Administration (may not exceed 10% of line 21)	603,961.11			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,093,544.80			
8	1440 Site Acquisition				
9	1450 Site Improvement	1,652,456.07			
10	1460 Dwelling Structures	1,331,508.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	33,557.47			
17	1499 Development Activities [4]				

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

Part I: Summary

PHA Name: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150110 Replacement Housing Factor Grant No: Date of CFFP: N/A	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	6,039,611.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	73,499.81			
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	500,000.00			
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 8/2/15	**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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150110 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
HA-wide	Management Operations Budget	1406		$1,207,922.20				
HA-wide	Section 3/Youthbuild Manager	1408		$31,161.35				
HA-wide	Mgt Improvement training	1408		$20,000.00				
HA-wide	Comparability Study	1408		$60,000.00				
HA-wide	Section 504 Coordinator	1430		$73,499.81				
HA-wide	Grants Writer	1408		$5,500.00				
HA-wide	Asset Management Fees	1410		$603,961.11				
HA-wide	Inspector - STT/STJ	1430		$56,047.34				
HA-wide	Construction Manager - STT/STJ	1430		$79,259.42				
HA-wide	Inspector - STT/STJ	1430		$68,027.32				
HA-wide	Development Services Manager	1430		$91,761.33				
HA-wide	Inspector - STX	1430		$55,607.95				
HA-wide	Inspector - STX	1430		$55,607.95				
HA-wide	On-Call A/E Services Contract	1430		$506,842.50				
HA-wide	Appraisal/Surveying	1430		$106,890.88				
HA-wide	Security Cameras	1450		$500,000.00				
VQ0010000014P P. M. Pearson Gardens	Additional Parking	1450		$58,000.00				
VQ0010000014P P. M. Pearson Gardens	Stairwell Handrails	1460		$218,000.00				

VQ0010000022P J F. Kennedy J F. Kennedy J F. Kennedy	Ext. Concrete/Struct.Repairs/Painting Roof Resurfacing Underground Waterline Replacement	1460 1450 1450		$493,508.00 $250,000.00 $650,000.00				
VQ0010000023P Aureo Diaz Heighs	Underground Waterline Replacement	1460		$444,456.07				
VQ0010000012P Estate Tutu HiRise Apartments	Gutters/Downspouts	1460		$180,000.00				
VQ0010000013P Estate Bovoni Apartments	Gutters/Downspouts	1460		$190,000.00				
HA-wide STX	Relocation Specialist STX	1495		$33,557.47				

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: VQ46P00150110 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2010**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	

[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: Virgin Islands 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	
HA-wide:					
Operations	6/23/12		6/23/14		
YouthBuild Mgr	6/23/12		6/23/14		
FSS Coordinator STT	6/23/12		6/23/14		
FSS Coordinator STX	6/23/12		6/23/14		
PHAS Compliance Officer	6/23/12		6/23/14		
504 Coordinator	6/23/12		6/23/14		
Grants Writer	6/23/12		6/23/14		
Asset Mgt Fees	6/23/12		6/23/14		
Inspector STT/STJ	6/23/12		6/23/14		
Proj Mgr STT/STJ	6/23/12		6/23/14		
Inspector STX	6/23/12		6/23/14		
Proj Mgr STX	6/23/12		6/23/14		
Inspector - STX	6/23/12		6/23/14		
Inspector - STX	6/23/12		6/23/14		
On-Call A/E Svcs	6/23/12		6/23/14		
Appraisal/Surveying	6/23/12		6/23/14		
VQ0010000021P D. Hamilton Jackson Terrace	6/23/12		6/23/14		
VQ0010000024P Ludvig Harrigan Court	6/23/12		6/23/14		
VQ0010000014P Bergs/Addition	6/23/12		6/23/14		
VQ0010000014P Pollyberg Gardens (Homeownership Site)	6/23/12		6/23/14		
VQ0010000012P Annas Retreat Heights					

(Homeownership Site)	6/23/12		6/23/14		
VQ0010000022P Joseph James	6/23/12		6/23/14		
VQ0010000015P Knolls at Contant	6/23/12		6/23/14		
VQ0010000014P Paul M. Pearson Gardens	6/23/12		6/23/14		
Paul M. Pearson Gardens	6/23/12		6/23/14		
VQ0010000022P J F. Kennedy	6/23/12		6/23/14		
J F. Kennedy	6/23/12		6/23/14		
J F. Kennedy	6/23/12		6/23/14		
VQ0010000023P Aureo Diaz Heighs	6/23/12		6/23/14		
VQ0010000012P Estate Tutu HiRise Apartments	6/23/12		6/23/14		
VQ0010000013P Estate Bovoni Apartments	6/23/12		6/23/14		
HA-wide STX	6/23/12		6/23/14		

[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.

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:					**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.

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150100 Date of CFFP:	**FFY of Grant: 2000** **FFY of Grant Approval: 2000**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	100,000.00	757,690.00	719,508.00	719,508.25
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	140,000.00	0.00	0.00	0.00
10	1460 Dwelling Structures	517,690.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150100 Date of CFFP:	**FFY of Grant:2000** **FFY of Grant Approval: 2000**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	757,690.00	757,690.00	719,508.00	719,508.25
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** 9/30/09 **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.

[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: Virgin Islands Housing Authority					**Federal FFY of Grant: 2000**
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	
Warren E. Brown Development	1/18/10		1/18/12		VIHA's revised RHF Plan re-designates the entire 1st 5-Yr Increment to be used toward the Warren E. Brown development

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150100	**Federal FFY of Grant: 2000**

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]	
Croixville	Professional services & fees	1430		100,000.00	0.00	0.00	0.00	Reprogrammed
Croixville	Site Improvement	1450		140,000.00	0.00	0.00	0.00	Reprogrammed
Croixville	Development of the Croixville property	1460		517,690.00	0.00	0.00	0.00	Reprogrammed
WEB Dev.	Professional services & fees	1430		0.00	757,690.00	757,690.00	0.00	Reprogrammed
VQ23 LEB	Louis E. Brown Revitalization, Phase II	1430		0.00	0.00	0.00	719,508.25	Reprogrammed

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150100	**Federal FFY of Grant: 2000**

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]	

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

[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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2000

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.

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150207 Date of CFFP:	**FFY of Grant: 2007** **FFY of Grant Approval: 2007**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	827,182.00	827,182.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]		0.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150207 Date of CFFP:	**FFY of Grant:2007** **FFY of Grant Approval: 2007**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	827,182.00	827,182.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150207	**Federal FFY of Grant: 2007**

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]	
Warren E. Brown Development	Professional services & fees	1460		827,182.00	827,182.00	0.00	0.00	

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150207	**Federal FFY of Grant: 2007**

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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2007

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	
Warren E. Brown Development	1/18/12		10/29/14		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150108 Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
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]	48,202.00	48,202.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150108 Date of CFFP:	**FFY of Grant:2008** **FFY of Grant Approval: 2008**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	48,202.00	48,202.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150108	**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]	
Warren E. Brown Development	Professional services & fees	1499		48,202.00	48,202.00	0.00	0.00	

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150108	**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]	

[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.

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: Virgin Islands 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	
Warren E. Brown Development	N/A		N/A		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150208 Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
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]	848,831.00	848,831.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150208 Date of CFFP:	**FFY of Grant:2008** **FFY of Grant Approval: 2008**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	848,831.00	848,831.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director **Date** 9/30/09 **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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150208	**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]	
Warren E. Brown Development	Professional services & fees	1499		848,831.00	848,831.00	0.00	0.00	

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150208	**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]	

[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.

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: Virgin Islands 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	
Warren E. Brown Development	10/29/12		10/29/14		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150206 Date of CFFP:	**FFY of Grant: 2006** **FFY of Grant Approval: 2006**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	600,981.00	600,981.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]		0.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150206 Date of CFFP:	**FFY of Grant:2006** **FFY of Grant Approval: 2006**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	600,981.00	600,981.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director **Date** 9/30/09 **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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150206	**Federal FFY of Grant: 2006**

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]	
Warren E. Brown Development	Professional services & fees	1460		600,981.00	600,981.00	0.00	0.00	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Virgin Islands Housing Authority

Federal FFY of Grant: 2007

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	
Warren E. Brown Development	1/18/12		10/29/14		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150107 Date of CFFP:	**FFY of Grant: 2007** **FFY of Grant Approval: 2007**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	46,899.00	46,899.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]		0.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150107 Date of CFFP:	**FFY of Grant:2007** **FFY of Grant Approval: 2007**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	46,899.00	46,899.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director **Date** 9/30/09 **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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150107	**Federal FFY of Grant: 2007**

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]	
Warren E. Brown Development	Professional services & fees	1460		46,899.00	46,899.00	0.00	0.00	

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150107	**Federal FFY of Grant: 2007**

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.

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: Virgin Islands Housing Authority					**Federal FFY of Grant: 2007**
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	
Warren E. Brown Development	1/18/12		10/29/14		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150100 Date of CFFP:	**FFY of Grant: 2000** **FFY of Grant Approval: 2000**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	100,000.00	757,690.00	719,508.00	719,508.25
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	140,000.00	0.00	0.00	0.00
10	1460 Dwelling Structures	517,690.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150100 Date of CFFP:	**FFY of Grant:2000** **FFY of Grant Approval: 2000**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	757,690.00	757,690.00	719,508.00	719,508.25
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** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150100	**Federal FFY of Grant: 2000**

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]	
Croixville	Professional services & fees	1430		100,000.00	0.00	0.00	0.00	Reprogrammed
Croixville	Site Improvement	1450		140,000.00	0.00	0.00	0.00	Reprogrammed
Croixville	Development of the Croixville property	1460		517,690.00	0.00	0.00	0.00	Reprogrammed
WEB Dev.	Professional services & fees	1430		0.00	757,690.00	757,690.00	0.00	Reprogrammed
VQ23 LEB	Louis E. Brown Revitalization, Phase II	1430		0.00	0.00	0.00	719,508.25	Reprogrammed

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150100	**Federal FFY of Grant: 2000**

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]	

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

[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: Virgin Islands Housing Authority					**Federal FFY of Grant: 2000**
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	
Warren E. Brown Development	1/18/10		1/18/12		VIHA's revised RHF Plan re-designates the entire 1st 5-Yr Increment to be used toward the Warren E. Brown development

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

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150102 Date of CFFP:	**FFY of Grant: 2002** **FFY of Grant Approval: 2002**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	300,000.00	586,876.89	579,530.28	579,530.28
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	783,303.00	496,426.11		
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150102 Date of CFFP:	**FFY of Grant:2002** **FFY of Grant Approval: 2002**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	1,083,303.00	1,083,303.00	579,530.28	579,530.28
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** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150102	**Federal FFY of Grant: 2002**

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]	
Warren E. Brown Development	Professional services & fees	1499		1,803,303.00	1,803,303.00	579,530.28	579,530.28	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2002

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	
Warren E. Brown Development	1/18/10		9/30/10		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150103 Date of CFFP:	**FFY of Grant: 2003** **FFY of Grant Approval: 2003**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,625,675.00	1,625,675.00	0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150103 Date of CFFP:	**FFY of Grant:2003** **FFY of Grant Approval: 2003**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	1,625,675.00	1,625,675.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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.

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150103	**Federal FFY of Grant: 2003**

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]	
Warren E. Brown Development	Professional services & fees	1499		1,625,675.00	1,625,675.00	0.00	0.00	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

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: Virgin Islands Housing Authority					**Federal FFY of Grant: 2003**
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	
Warren E. Brown Development	1/18/10		9/30/10		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150104 Date of CFFP:	**FFY of Grant: 2004** **FFY of Grant Approval: 2004**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	2,263,159.00	2,263,159.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150104 Date of CFFP:	**FFY of Grant:2004** **FFY of Grant Approval: 2004**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	2,263,159.00	2,263,159.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150104	**Federal FFY of Grant: 2004**

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]	
Warren E. Brown Development	Professional services & fees	1499		2,263,159.00	2,263,159.00	0.00	0.00	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Virgin Islands Housing Authority

Federal FFY of Grant: 2004

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	
Warren E. Brown Development	1/18/10		9/30/12		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150105 Date of CFFP:	**FFY of Grant: 2005** **FFY of Grant Approval: 2005**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
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]	230,992.00	230,992.00	0.00	0.00

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150105 Date of CFFP:	**FFY of Grant:2005** **FFY of Grant Approval: 2005**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	230,992.00	230,992.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150105	**Federal FFY of Grant: 2005**

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]	
Warren E. Brown Development	Professional services & fees	1499		230,992.00	230,992.00	230,292.00	0.00	Time extension in process at HUD

[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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Virgin Islands Housing Authority

Federal FFY of Grant: 2005

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	
Warren E. Brown Development	8/17/07		8/17/09		Time extension in process at HUD

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150205 Date of CFFP:	**FFY of Grant: 2005** **FFY of Grant Approval: 2005**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	423,575.00	423,575.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150205 Date of CFFP:	**FFY of Grant:2005** **FFY of Grant Approval: 2005**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	423,575.00	423,575.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150205	**Federal FFY of Grant: 2005**

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]	
Warren E. Brown Development	Professional services & fees	1499		423,575.00	0.00	0.00	0.00	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2005

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	
Warren E. Brown Development	1/18/12		10/29/14		

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

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

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

Part I: Summary

PHA Name: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150106 Date of CFFP:	**FFY of Grant: 2006** **FFY of Grant Approval: 2006**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	334,751.00	334,751.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

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

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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: VQ46R00150106 Date of CFFP:	**FFY of Grant:2006** **FFY of Grant Approval: 2006**

Type of Grant

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

☒ **Performance and Evaluation Report for Period Ending: June 30, 2009** ☐ **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)	334,751.00	334,751.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director	**Date** 9/30/09	**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: Virgin Islans Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No: VQ46R00150106	**Federal FFY of Grant: 2006**

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]	
Warren E. Brown Development	Professional services & fees	1460		334,751.00	334,751.00	0.00	0.00	In planning stage

[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.

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: Virgin Islands Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:**

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.

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: Virgin Islands Housing Authority

Federal FFY of Grant: 2006

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	
Warren E. Brown Development	1/18/12		10/29/14		

[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.

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: Virgin Islands Housing Authority					**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.

TABLE OF CONTENTS

CHAPTER 1……..……..8

STATEMENT OF POLICIES AND OBJECTIVES……...8
A. VIHA MISSION STATEMENT 8
B. VIHA OBJECTIVES 8
C. PURPOSE OF THE POLICY 9
D. FAIR HOUSING POLICY 9
E. SERVICE AND REASONABLE ACCOMMODATIONS POLICY 12
1. Americans with Disabilities Act (ADA) of 1990..... 12
2. Undue Hardship..... 12
3. Verification of a Request for Accommodation 12
4. Reasonable Accommodation 12
5. Recertification by Home Visits..... 13
F. TRANSLATION OF DOCUMENTS 13
H. FAMILY OUTREACH..... 14
I. PRIVACY RIGHTS..... 14
1. Generally 14
2. Privacy of Social Security Numbers..... 15
J. POSTING OF REQUIRED INFORMATION 15

CHAPTER 2……..……17

ELIGIBILITY FOR ADMISSION - [24 CFR PART 960, SUBPART B]……...17
A. QUALIFICATION FOR ADMISSION 17
B. FAMILY COMPOSITION 18
1. Definition of Family..... 18
2. Head of Household 19
3. Spouse of Head of Household 19
4. Co-head of Household 19
6. Live-In Aide..... 19
C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]..... 20
D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS 21
E. OTHER ELIGIBILITY CRITERIA..... 21
F. ONE-STRIKE POLICY 22
1. Denial of Admission for Drug-Related and/or Other Criminal Activity Purpose. 22
G. SCREENING FOR SUITABILITY [24 CFR 960204, 960.205] 28
1. Rent Paying Habits 30
2. Applicants Who Claim Mitigating Circumstances 31
3. Qualified and Unqualified Applicants 31
4. Documenting Findings..... 32
5. Prohibited Criteria for Denial of Admission..... 34
H. HEARINGS 34

CHAPTER 3……..……35

APPLYING FOR ADMISSION……..35
A. HOW TO APPLY 35
B. "INITIAL" APPLICATION PROCEDURES..... 36
C. NOTIFICATION OF APPLICANT STATUS..... 37
D. COMPLETION OF A FORMAL APPLICATION 37
E. PROCESSING APPLICATIONS 39
F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 39

CHAPTER 4.....40

TENANT SELECTION AND ASSIGNMENT PLAN.....40
A. MANAGEMENT OF THE WAITING LIST 41
1. Opening and Closing the Waiting Lists 41
2. When Acceptance of Applications is Suspended 42
3. Reopening the List..... 42
4. Limits on Who May Apply..... 42
5. Multiple Families in Same Household 43
B. SITE-BASED WAITING LISTS..... 43
C. WAITING LIST PREFERENCES..... 43
1. Employment Preference 44
2. Involuntary Displaced Preference 44
3. Rent Burden Preference..... 44
4. Substandard Preference..... 45
5. Elderly Preference 45
6. Disabled Families Preference..... 45
7. Veterans Preference..... 45
D. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION 45
E. INCOME TARGETING 45
F. UNITS DESIGNATED FOR THE ELDERLY 46
G. UNITS DESIGNATED FOR THE DISABLED..... 47
H. GENERAL OCCUPANCY UNITS..... 47
I. DECONCENTRATION OF POVERTY AND INCOME-MIXING..... 47
1. Deconcentration Methodology..... 47
2. Definition of Building for Purposes of Deconcentration 48
J. VERIFICATION OF PREFERENCE QUALIFICATION..... 49
K. PREFERENCE DENIAL..... 49
L. REMOVAL FROM WAITING LIST AND PURGING..... 49
M. OFFER OF ACCESSIBLE UNITS..... 50
N. PLAN FOR UNIT OFFERS 51
O. CHANGES PRIOR TO UNIT OFFER 51
P. APPLICANT STATUS AFTER FINAL UNIT OFFER..... 51
Q. ACCEPTANCE OR REJECTION OF UNIT 51
1. Applicants Unable to Take Occupancy..... 52
2. Refusal of Offer..... 52

CHAPTER 5.....53

OCCUPANCY STANDARDS.....53
A. DETERMINING UNIT SIZE 53
B. EXCEPTIONS TO OCCUPANCY STANDARDS..... 54
D. ACCESSIBLE UNITS 55

CHAPTER 6.....57

DETERMINATION OF TOTAL TENANT PAYMENT.....57
INTRODUCTION 57
A. MINIMUM RENT 57
B. ANNUAL INCOME 58
C. INCOME AND ALLOWANCES 61
1. Permissive Deductions..... 61
2. Allowable Deductions 61
D. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]..... 64
1. Training Income Exclusions [24 CFR 5.609(c)(8)(v)]..... 65

2. Training Income Exclusions [24 CFR 5.609(c) (13)] *65*
3. Exclusion Period *66*
4. Components Applicable to All Training Programs *66*
5. Who is Eligible for the Exclusion *67*
6. Verification *67*
7. Employment before Completion of Training Program *67*
8. Other Factors to be Considered *67*
E. DISALLOWANCE OF EARNED INCOME 68
1. Initial Twelve (12) Month Exclusion: *69*
2. Second Twelve (12) Month Exclusion: *69*
3. Maximum Four-Year Disallowance: *69*
4. Tracking the Earned Income Exclusion *70*
5. Family's Responsibility to Report Changes *70*
6. Inapplicability to Admission *71*
F. INDIVIDUAL SAVINGS ACCOUNTS 71
G. TRAINING PROGRAMS FUNDED BY HUD 71
H. AVERAGE INCOME 71
I. ZERO INCOME 71
J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME 72
K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(A)(7)] 72
L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(A)(7)] 72
M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)] 73
N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE 74
O. CHILDCARE EXPENSES 74
P. MEDICAL EXPENSES [24 CFR 5.603] 75
Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520] 75
R. INCOME CHANGES RESULTING FROM PUBLIC ASSISTANCE REQUIREMENTS 76
S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENTS 76
T. EXCESS UTILITY PAYMENTS 77
U. RENTAL CHOICE 77
1. Authority for Family to Select *77*
2. Flat Rents *77*
3. Income Based Rents *77*
4. Hardship Rent *78*
5. Recertification *78*
V. VIHA'S FLAT RENT METHODOLOGY 78

CHAPTER 7 80

VERIFICATION PROCEDURES 80
INTRODUCTION 80
A. METHODS OF VERIFICATION AND TIME ALLOWED 80
1. Up-Front Income Verification *81*
2. Third-Party Written Verification *81*
3. Third-Party Oral Verification *81*
4. Review of Documents *81*
5. Self-certification *82*
B. RELEASE OF INFORMATION 82
C. COMPUTER MATCHING 82
D. ITEMS TO BE VERIFIED 83
E. INCOME VERIFICATION 83
1. Employment Income *83*
2. Social Security, Pensions, Supplementary Security Income (SSI), Disability *84*
3. Unemployment Compensation *84*
4. Public Assistance Payments *84*

5. Alimony and Child Support Payments *84*
6. Income from a Business *85*
7. Child Care Business *85*
8. Recurring Gifts *85*
9. Zero-Income Status *86*
10. Full-Time College Students *86*
F. ASSET INCOME 87
1. Savings Account Interest Income and Dividends *87*
2. Interest Income from Mortgages or Similar Arrangements *88*
3. Net Rental Income from Property Owned by Family *88*
G. ASSET VERIFICATION 88
1. Family Assets *88*
2. Assets Disposed of for Less than Fair Market Value (FMV) *89*
H. VERIFICATION OF ALLOWABLE DEDUCTIONS 89
1. Childcare Expenses *89*
2. Medical and Disabled Assistance Expenses *89*
3. Assistance to Persons with Disabilities *90*
I. VERIFYING NON-FINANCIAL FACTORS 91
1. Legal Identity *91*
2. Marital Status *91*
3. Familial Relationships *92*
4. Split Households: Domestic Violence *92*
5. Permanent Absence of Adult Member *92*
6. Change in Family Composition *93*
7. Disability *93*
8. Citizenship/Eligible Immigrant Status *93*
9. Social Security Numbers *95*
10. Medical Need for larger Unit *96*
J. VERIFICATION OF SUITABLIITY FOR ADMISSION 96
1. Ability to meet financial obligations under the lease *96*
2. Drug-related or criminal activity *96*
3. Housekeeping *96*
K. VERIFICATION OF WAITING LIST PREFERENCES 96

CHAPTER 8 98

TRANSFER POLICY 98
INTRODUCTION 98
A. GENERAL STATEMENT 98
1. Ranking Order of the Transfer List *98*
2. Split Family Transfers *99*
3. Moving Costs *99*
4. Security Deposits *99*
5. Extraordinary Maintenance Costs *99*
B. TRANSFER REQUEST PROCEDURE 99
C. TRANSFERING BETWEEN DEVELOPMENTS 100
D. RENT ADJUSTMENTS OF TRANSFERRED TENANTS 100
E. RECERTIFICATION DATE 100
F. RELOCATION 100

CHAPTER 9 102

LEASING 102
INTRODUCTION 102
A. LEASE ORIENTATION 102

B. LEASE REQUIREMENTS 102
C. EXECUTOR OF LEASE 103
D. ADDITIONS TO THE LEASE 104
E. LEASING ACCESSIBLE UNITS [24 CFR 8.27 (a)(1)(2) and (b)] 106
H. RENT PAYMENTS 108
I. FEES AND NON-PAYMENT PENALTIES 108
J. SCHEDULE OF TENANT CHARGES 108
K. MODIFICATIONS TO THE LEASE, SCHEDULE OF CHARGES AND ACOP 109
L. CANCELLATION OF THE LEASE 109
M. INSPECTIONS OF UNITS 109
1. Initial Inspections 109
2. Vacate Inspections 109
3. Annual Inspections 109
4. Special Inspections 110
5. Other Inspections 110
6. Emergency Inspections 110
7. Emergency Repairs 110
8. Entry of Premises by VIHA 110
9. Non-Inspection Emergency Entry 111
10. Family Responsibility to Allow Inspection 111
11. Housekeeping Violations 111
12. Tenant Damages and Smoke Detectors 111
N. SCHEDULE OF MAINTENANCE CHARGES 111

CHAPTER 10 115

RECERTIFICATIONS 115
INTRODUCTION 115
A. ELIGIBILITY FOR CONTINUED OCCUPANCY 115
B. ANNUAL RECERTIFICATION 116
1. Recertification Notice to the Family 116
2. Scheduling 117
3. Persons with Disabilities 117
4. Collection of Information 117
5. Requirements to Attend 117
6. Failure to Respond to notification to Recertify 117
7. Verification of Information 117
C. REPORTING INTERIM CHANGES 118
1. Interim Recertification Policy 118
2. Increases in Income to Be Reported 118
3. Increases in Income and Rent Adjustments 118
4. Decreases in Income and Rent Adjustments 118
D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS 119
E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS 120
1. Changes in the Tenant's Rent 120
2. Tenant Rent Increases 121
3. Tenant Rent Decreases 121
4. Procedures When the Tenant Does Not Timely Report a Change 121
5. Procedures When the Change is not Timely Processed by VIHA 121
F. REPORTING OF CHANGES IN FAMILY COMPOSITION 122
1. Increase in Family Size 122
2. Definition of Temporarily/Permanently Absent 122
3. Absence of Entire Family 123
4. Absence of Any Member 124
5. Absence due to Medical Reasons 124
6. Absence due to Incarceration 124

7. Foster Care and Absences of Children *124*
8. Absence of Adult *125*
9. Visitors *126*
G. REMAINING MEMBER OF TENANT FAMILY – RETENTION OF UNIT 126
H. CHANGES IN UNIT SIZE 127
I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES 127

CHAPTER 11 129

LEASE TERMINATIONS 129
INTRODUCTION 129
A. TERMINATION BY TENANT 129
B. TERMINATION BY VIHA 129
D. NOTIFICATION REQUIREMENTS 133
1. Timing of the Notice *133*
2. Criminal Activity *134*
E. RECORD KEEPING 135
F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514] 135

CHAPTER 12 137

FAMILY DEBTS TO VIHA 137
INTRODUCTION 137
A. REPAYMENT AGREEMENT FOR FAMILIES 137
1. Late Payments *137*
2. Guidelines for Repayment Agreements *137*
3. Multiple Repayment Agreements Not Allowed *137*
B. DEBTS DUE TO FRAUD OR NON-REPORTING OF INFORMATION 138
C. WRITING OFF DEBTS 138

CHAPTER 13 139

COMMUNITY SERVICE & FAMILY SELF-SUFFICIENCY POLICY 139
INTRODUCTION 139
A. EXEMPT FAMILY MEMBERS 139
B. MANDATED REQUIREMENTS 141
C. ELIGIBILITY 141
D. ELIGIBLE ACTIVITIES 141
E. NOTICE OF NON-COMPLIANCE 143
F. CSSR COMPLIANCE AGREEMENT 143
G. ANNUAL REVIEW OF CSSR COMPLIANCE 143

CHAPTER 14 145

PROGRAM INTEGRITY 145
INTRODUCTION 145
A. CRITERIA FOR SUSPECTED ABUSE AND FRAUD 145
B. PREVENTION OF PROGRAM ABUSE AND FRAUD 146
C. DETECTION OF PROGRAM ABUSE AND FRAUD 146
D. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD 147
E. INVESTIGATION OF ALLEGATIONS OF ABUSE AND FRAUD 148
F. SECURITY OF DOCUMENTS, EVIDENCE AND STATEMENTS 148
G. CONCLUSION OF VIHA'S INVESTIGATIVE REVIEW 149
H. EVALUATION OF THE FINDINGS 149
I. PROCEDURES FOR DOCUMENTED VIOLATIONS 149

1. *Procedural Non-compliance* *149*
2. *Procedural Non-compliance - Retroactive Rent* *150*
3. *Intentional Misrepresentations* *150*
4. *Conference for Serious Violations and Misrepresentations* *151*
5. *Dispositions of Cases Involving Misrepresentations* *151*
6. *Notification to Tenant of Proposed Action* *151*

GLOSSARY OF TERMS……...152

ACRONYMS……...161

APPENDIX A - VIHA POLICIES……162
CRIME TRACKING POLICY 162
DWELLING UNIT BUSINESS POLICY 163
GRIEVANCE POLICY 165
ONE-STRIKE POLICY 171
PARKING POLICY 176
PEST CONTROL POLICY 180
PET POLICY 181
REASONABLE ACCOMMODATIONS POLICY 184
RENT COLLECTION POLICY 186
SATELLITE DISH POLICY 196
USE OF COMMUNITY CENTERS POLICY 197
VACATED TENANTS ACCOUNT POLICY 201
VIOLENCE AGAINST WOMEN POLICY 204

APPENDIX B - VIHA COMMUNITIES…….207

DWELLING LEASE……..……209

CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Virgin Islands Housing Authority ("VIHA") staff shall be in compliance with VIHA's Personnel Policies, any applicable union agreements and this Admissions and Continued Occupancy Police ("ACOP"). The administration of VIHA's Public Housing Program will also comply with the requirements of the Department of Housing and Urban Development ("HUD"). Such requirements include any Public Housing Regulations; handbooks; guidebooks; applicable notices; and all applicable Federal, State and local laws, including Fair Housing Laws and Regulations. Applicable Federal laws or regulations shall supersede provisions in conflict with this ACOP.

A. VIHA MISSION STATEMENT

VIHA's goal is to provide decent, safe and sanitary housing through quality maintenance, management and modernization services in a strategically planned and cost effective manner that will culminate in homeownership opportunities and a higher standard of living for Virgin Islands Tenants.

In order to achieve this mission, VIHA will:

- Recognize Tenants as its ultimate customer;
- Improve VIHA management and service delivery efforts through effective and efficient management of VIHA staff;
- Seek problem-solving partnerships with Tenants, community, and government leadership;
- Apply VIHA resources to the effective and efficient management and operation of the Public Housing Programs.

B. VIHA OBJECTIVES

The ACOP is designed to demonstrate that VIHA is managing its Public Housing Program in a manner that reflects its commitment to improving the quality of housing available to its customers, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust. In addition, this ACOP is designed to achieve the following objectives:

- To provide improved living conditions for very low and low-income families while maintaining rent payments at an affordable level.

- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for its customers.

- To avoid concentrations of economically and socially deprived families in any one or all of VIHA's public housing developments.

- To lawfully deny the admission of Applicants, or the continued occupancy of Tenants, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other Tenants or the physical environment of the neighborhood, or create a danger to VIHA employee's

- To attempt to have a Tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes and rent paying abilities of low-income families in VIHA's jurisdiction.

- To provide opportunities for upward mobility of families that desire to achieve self-sufficiency.

- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that admissions and continued occupancy are conducted without regard to race, color, religion, sex, national origin, disability or familial status.

C. PURPOSE OF THE POLICY

The purposed of this ACOP is to establish guidelines for VIHA staff to follow in determining eligibility for admission and continued occupancy in VIHA's Public Housing Program. These guidelines are governed by the requirements of HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon Applicants, Tenants, and VIHA.

VIHA's Board of Commissioners must approve this ACOP and any changes to it.

D. FAIR HOUSING POLICY

It is the policy of VIHA to fully comply with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal

Opportunity in housing and employment. VIHA will comply with all laws relating to civil rights, including:

- Title VI of the Civil rights Act of 1964;
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act of 1975;
- Title II of the American with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments); and
- Any applicable State laws or local ordinances and any legislation protecting individual rights of Tenants, Applicants or staff that may subsequently be enacted.

VIHA shall not discriminate in the provision of public housing based on race, color, sex, religion, familial status, disability, related to any housing that is part of any development or developments under VIHA's jurisdiction covered by an annual contributions contract under the United States Housing Act of 1937, as amended.

Fair Housing posters and housing information will be displayed in locations throughout VIHA's offices in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable civil rights laws, VIHA will provide Federal, State and local information to its Tenants regarding discrimination and any recourse available to them if they believe they are victims of discrimination. Such information will be made available during the Tenant orientation session.

VIHA's properties will be accessible to persons with disabilities and VIHA will provide accessibility for the hearing impaired.

VIHA shall not, on account of race, color, sex, religion, familial status, disability, or national origin:

- Deny to any Family the opportunity to apply for housing;

- Deny to any qualified Family the opportunity to lease housing suitable to its needs;

- Provide housing that is different from that provided to others;

- Subject a person to segregation or disparate treatment;

- Restrict a person's access to any benefit enjoyed by others in connection with the Public Housing Program;

- Treat a person differently in determining eligibility or other requirements for admission; or

- Deny a person access to the same level of services.

VIHA shall not automatically deny admission to a particular group or category of otherwise qualified Applicants (e.g., families with children born to unmarried parents, elderly families with pets).

Affirmative Marketing and Other Affirmative Obligations

VIHA administers its programs affirmatively, so as to achieve a condition in which individuals of similar income levels in the same housing market areas have a like range of housing choices available to them regardless of their race, color, religion, sex, disability, familial status or national origin in accordance with 24 CFR Section 200.610.

The affirmative fair housing marketing rules requires VIHA to develop fair housing marketing plans that attract Applicants of all racial and ethnic groups. VIHA offers the following affirmative marketing initiatives:

- Marketing materials will support an affirmative advertising and marketing program that is consistent with Fair Housing Act guidelines on wording, logo, size or type, etc.;

- VIHA will use the Equal Housing Opportunity slogan: Equal Housing Opportunity;

- VIHA will advertise in print and electronic media that are used, viewed or listed by those identified as the population that is least likely to apply;

- Brochures or other informational materials will be developed that describe the housing units, application process, waiting list, screening criteria, and preference structure accurately;

- Marketing will use clear and easy to understand terms and, if appropriate, use language other than English to reach the target population that is least likely to apply; and

- VIHA will implement policies to provide reasonable accommodations to persons with disabilities.

E. SERVICE AND REASONABLE ACCOMMODATIONS POLICY

This policy applies whenever a Family initiates contact with VIHA or schedules or reschedules appointments of any kind. (See Appendix A, Reasonable Accommodations Policy).

1. Americans with Disabilities Act (ADA) of 1990

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment;
- Being regarded as having such impairment; or
- Association with a person with an impairment.

2. Undue Hardship

All requests for accommodation or modification of a unit will be verified by a reliable, knowledgeable professional.

In determining whether an accommodation would create an undue hardship, the following factors will be considered.

- The nature and cost of the accommodation needed;
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

3. Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified by a reliable, knowledgeable professional.

4. Reasonable Accommodation

Reasonable accommodation will be made for a person with a disability who requires an accessible unit. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

As a reasonable accommodation, all VIHA mailings, upon request, will be made available in an accessible format.

VIHA will engage organizations which provide assistance for hearing and sight-impaired persons when necessary to permit an Applicant or a Tenant to conduct business with VIHA.

Families will be offered an accessible unit, upon request by the Family, when an accessible unit is available.

5. Recertification by Home Visits

When requested and where the need for reasonable accommodation has been established, VIHA will conduct home visits to Tenants to conduct annual and interim re-certifications.

Requests for VIHA to conduct a recertification by home visit must be received by VIHA at least seven (7) calendar days before the scheduled appointment date in order for the request to be considered.

VIHA will consider re-certifications by home visit that are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in Chapter 10, Recertifications.

F. TRANSLATION OF DOCUMENTS

VIHA shall have resources available to assist non-English speaking Families. VIHA will consider providing translation of VIHA documents upon request by an Applicant or Tenant.

In determining whether it is feasible to translate documents into other languages, VIHA will consider the following factors:

- Estimated cost to VIHA, per client, of translation of written documents into the other language;
- Evaluation of the need for translation by VIHA's bi-lingual staff and by agencies that work with the non-English speaking clients; and
- The availability of local organizations to provide translation services to non-English speaking families.

G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES

VIHA's policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in 24 CFR Parts 901 and 902.

H. FAMILY OUTREACH

When VIHA's waiting list is open, VIHA will periodically publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation and other suitable means. To reach persons who cannot read the newspapers, VIHA will distribute fact sheets to the broadcast media and utilize public service announcements.

I. PRIVACY RIGHTS

1. Generally

VIHA's practices and procedures are designed to safeguard the privacy of Applicants and Tenants.

Applicants and Tenants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release Family information.

VIHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of Family information.

Requests for information by parties other than the Applicant or Tenant must be accompanied by a signed release before VIHA releases any information involving an Applicant or Tenant, unless disclosure is authorized under Federal or State law or regulations.

Any and all information that divulges the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. 504/ADA Coordinator must approve all requests for access to this information. Files should not be left unattended or placed in common areas.

VIHA staff will not discuss or access Applicant or Tenant information contained in files unless there is a business reason to do so. Improper disclosure of Applicant or Tenant information by staff may result in disciplinary action.

2. Privacy of Social Security Numbers

As it relates to the Social Security numbers of its Tenants VIHA will:

A. Maintain the confidentially of the Social Security numbers that it receives and maintains in the ordinary course of business;

B. Limit the internal use to those functions where the use of the Social Security number is the only reliable method available to ensure the correct Tenant has been identified;

C. Limit access, whether in hard copy or electronic format, to those persons with VIHA who have a need to access that information;

D. Properly dispose of documents which contain Social Security numbers to ensure their confidentially;

E. Prohibit the unlawful disclosure of Social Security numbers by its employees; and

J. POSTING OF REQUIRED INFORMATION

VIHA will maintain a bulletin board in a conspicuous area of the lobby of it's Central Administration offices which will contain:

- The ACOP or a notice of where the ACOP is available;
- Information on submitting an application for housing;
- Directory of VIHA's housing sites including names, address of offices and office hours at each facility;
- Income limits for admission;
- Current Schedule of Tenant Charges;
- Copy of the Lease;
- Grievance Policy;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Current Tenant notices;

- Required public notices;
- Security Deposit Charges;
- Information on preferences; and
- Schedule of Utility Allowances (if applicable).

Site offices will maintain a bulletin board in a conspicuous place, which will contain:

- The ACOP or notice of where the ACOP is available;
- Information on submitting applications for housing;
- Income limits for admission;
- Current Schedule of Tenant Charges;
- Copy of Lease;
- Grievance Policy;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Current Tenant notices;
- Security Deposit Charges;
- Mission Statement; and
- One-Strike Policy.

CHAPTER 2

ELIGIBILITY FOR ADMISSION - [24 CFR PART 960, SUBPART B]

INTRODUCTION

This Chapter defines VIHA's criteria for admission and denial of admission to public housing. VIHA's policy is to strive for objectively and consistency in applying these criteria to evaluate the qualification of families who apply. VIHA staff will review all information provided by the Family carefully. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by VIHA pertaining to eligibility.

A. QUALIFICATION FOR ADMISSION

VIHA will only admit qualified Applicants. An Applicant is qualified if she/he meets the following criteria:

- Is a family as defined in this Chapter;
- Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part t, Subpart E).
- Has an Annual Income, at the time of admission, that does not exceed the low/very low-income limits for occupancy established by HUD and posted separately in VIHA's offices.
- Provides a social security number for all family members, age 6 or older, or will provide written certification that certain family members do not have social security numbers;
- Meets or exceeds the Applicant Selection Criteria set forth in Chapter 4 of this ACOP, including attending and successfully completing a VIHA approved pre-occupancy orientation.
- Is not currently adequately housed in a VIHA dwelling unit. Applicants who are listed on a current VIHA dwelling lease who desire to become head of household in another VIHA unit must apply as a new admission through the application process.
- Signs required consent authorization documents.

B. FAMILY COMPOSITION

1. Definition of Family

The Applicant must qualify as a Family. A Family may be a single person or a group of persons.

Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes the Applicant may claim a spousal relationship. (See Chapter 5, Occupancy Standards).

- A group of persons is defined by VIHA as two (2) or more persons who intend to share residency and will live together in VIHA housing.

- HUD's definition at 24 CFR 5.403 defines elderly, disabled, and displaced families.

  The term "Family" also includes, but is not limited to:

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

  - Children temporarily absent from the home due to placement in foster care or those children subject to court-awarded joint custody are considered Family members.

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

- **An Elderly Family**. A Family whose head, spouse, or sole member is a person who is at least 62 years of age;

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

- **A Disabled Family.** A Family whose head, spouse, or sole member is a person with a disability;

- **A Displaced Family**. A Family in which the dwelling of each member, or the sole member, has been extensively damaged or destroyed as a result of a federally declared natural disaster which occurred on or after July 1, 2005.

- **The remaining member of a Family**. Any household member remaining in a VIHA unit after the head of household dies or vacates the unit.

- **A single person**. An individual who is not elderly, or a person with disabilities.

2. Head of Household

The head of household is the adult member of the household who is designated by the Family as head and has the legal capacity to enter into a lease under Virgin Islands law.

Emancipated minors who qualify under Virgin Islands law will be recognized as head of household.

Persons who are married are legally recognized as adults under Virgin Islands law.

A Family may designate an elderly or Disabled Family member as head of household solely to qualify the Family as an Elderly Family.

3. Spouse of Head of Household

Spouse means the husband or wife of the head of household.

For proper application of the Non-citizen Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, is the person from whom a person would have to be divorced or have received an annulment. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads of household.

4. Co-head of Household

An individual in the household who is equally responsible for the lease with the head of household. A household may have either a spouse or co-head of household, but not both. A co-head of household never qualifies as a dependent.

6. Live-In Aide

A live-in aide is not considered to be a Family member and has no rights or benefits under the lease. A live-in aide:

- May only reside in the unit with the approval of VIHA. Written verification of the need for a live-in aide will be required from a reliable, knowledgeable professional, certifying that a live-in aide is needed for the care of a Family member who is elderly, near elderly or disabled.

- Must not be obligated for the support of the elderly, near elderly or disabled Family member(s).

- Must undergo a criminal background check and not to engage in any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other Tenants or staff and not to engage in drug-related criminal activity on or off VIHA premises.

- Would not be living in the unit except to provide care for the elderly, near elderly or disabled Family member(s).

If VIHA approves a live-in aide:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

- Live-in aides are not subject to Non-Citizen Rule Requirements.

- Live-in aides may not be considered as a remaining member of the Family.

- Live-in aides must comply with VIHA's rules and regulations, and implementing procedures while on VIHA premises.

Relatives are not automatically excluded from being live-in aides, but they must satisfy the live-in aide requirements described above.

Family members of a live-in aide may also reside in the unit, providing doing so does not require an additional bedroom for the Family and that the presence of the live-in aide's Family member(s) does not overcrowd the unit.

VIHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in Section E of this Chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of social security numbers for all Family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the Family after admission to public housing.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a Family member does not have a social security number she/he or their parent or authorized guardian must sign a certification stating that she/he does not have one. The certification shall:

- State the individual's name;
- State that the individual has not been issued a social security number;
- State that the individual will disclose the social security number, if they obtain one at a later date; and
- Be signed by the individual or parent or authorized guardian and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a Family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contest their status. Eligible immigrants are persons who are in one of the six (6) immigrant categories as specified by HUD.

The Citizenship/Eligible Immigration requirement status of each member of the Family is considered individually before the Family's status is determined.

Mixed Families – A Family is eligible for assistance as long as at least one (1) member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such Applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members – Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students are not eligible for assistance.

No individual or Family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one (1) individual or Family member.

E. OTHER ELIGIBILITY CRITERIA

All Applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All Applicants must demonstrate, through an assessment of current and past behavior, the ability:

- To pay rent and other charges as required by the lease in a timely manner;

- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no heath or safety hazards and to report maintenance needs in a timely manner;
- to comply with local heath and safety codes;
- to comply with necessary and reasonable rules and program requirements of VIHA;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others; and
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other Tenants or staff and not to engage in drug-related criminal activity on or off VIHA premises.

Applicants who have ever been convicted of manufacturing or producing methamphetamine, also known as "speed" on the premises of federally assisted housing or who are subject to a lifetime sex offender registration requirement are ineligible for admission to public housing.

Denial of Admission for Previous Debts to VIHA or Any Other Public Housing Authority.

Previous outstanding debts to VIHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the Public Housing or Section 8 Housing Choice Voucher program must be paid in full prior to admission. Repayment agreements will not be accepted.

At the time of initial application, the Applicant must pay any previous debt prior to being placed on the waiting list.

Both spouses or the head and co-head of household are responsible for the entire debt incurred as a previous VIHA Tenant. Children of the head of household or spouse who incurred a debt to VIHA will not be held responsible for the parent's previous debt.

F. ONE-STRIKE POLICY

1. Denial of Admission for Drug-Related and/or Other Criminal Activity Purpose.

It is the intention of VIHA to fully endorse and implement a policy, which is designed to:

- Help create and maintain a safe and drug-free community;
- Keep our Tenants free from threats to their personal and Family safety;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

a. HUD Definitions

- "Drug-related criminal activity" is the illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- Drug-related criminal activity means on or off the premises.
- "Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of other Tenants or VIHA employees.

b. "Screening for "One Strike"

Applicants who have been convicted of drug-related criminal activity or criminal activity are ineligible for admission to VIHA's public housing program.

VIHA will initiate a lease termination, which may or may not result in eviction, for any reason cited under the One-Strike Policy. For a Family, VIHA shall have the discretion to consider mitigating circumstances of the case regarding the extent of participation by non-involved Family members.

VIHA will conduct a criminal background check of all adult household members during the admission process. The inquiries will be

standardized and directed to all adult household members by inclusion on the application form.

If as a result of the standardized inquiry, or the receipt of verifiable information, there is indication that the Family or any Family member is engaged in drug-related criminal, or criminal activity, VIHA will conduct a closer inquiry to determine whether the Family should be denied admission.

If the screening indicates that any Family member has been arrested or convicted, VIHA shall verify the information through law enforcement records.

VIHA's One-Strike Policy is included in Appendix A of this ACOP.

c. <u>FBI and Law Enforcement Records</u>

Under Section 578 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998 and Section 5.903 of the regulations at 24 CFR Part 5, VIHA is authorized to obtain criminal background checks information from the FBI, State, and local police departments or other law enforcement agencies for the purpose of Applicant screening, lease enforcement and eviction. In order to obtain access to these criminal records, VIHA will require every Applicant Family to submit a consent form signed by each adult household member.

VIHA will check criminal background for all applicants who are 18 years of age or older and who are emancipated minors in the household. The results will be used to determine whether any member of the Family has engaged in violent or drug related criminal activity or is subject to a lifetime sex offender registration requirement.

Verification of any past activity will be done prior to a final eligibility determination.

VIHA acknowledges that a criminal background check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an Applicant admission to housing. VIHA requires a fingerprint check from those Applicants whose criminal background check is inconclusive. VIHA will bear the cost of the fingerprint check. Failure to provide fingerprints for a fingerprint check will result in denial of admission.

d. Confidentiality of Criminal Records

VIHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

VIHA will keep on file all fingerprint cards of current Tenants as a form of identification in the event of fire or other incident.

All criminal reports, while needed by VIHA for screening for criminal behavior, will be housed in a secure area.

Misuse of the criminal record information by any VIHA employee may be grounds for termination of employment.

If the Family is determined eligible for initial or continued assistance, VIHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the Family's assistance is denied or terminated, VIHA's copy of the criminal record information shall be shredded immediately upon expiration of any applicable statute of limitations period.

VIHA will document in the Family's file that the Family was denied admission or the residency was terminated due to findings in the criminal background check.

e. Exchange of Information

Section 28 of the U.S. Housing Act of 1937 requires that VIHA provide, upon legitimate request from a law enforcement officer, the current address, social security number and photograph, if applicable, of any recipient of assistance who is a fugitive felon and/or parole or probation violator.

A Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his/her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request shall comply with the following requirements in Section 28:

- Notify VIHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement

after conviction, under the laws of the place from which the individual flees, or a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

- The location or apprehension of the individual is within the officer's official duties; and

- The request is made in the proper exercise of the officer's duties.

The Fair Housing Act prohibits discrimination because of race, national origin, religion, sex, disability and familial status. Therefore, when VIHA responds to inquiries from law enforcement officials, the response will be made in a nondiscriminatory fashion and all procedures will be uniformly followed.

f. Standard for Violation

Persons evicted from public housing, because of drug-related criminal activity and criminal activity are ineligible for admission to public housing for a ten (10) year period beginning on the date of such eviction.

VIHA will not waive this requirement.

VIHA will deny admission to Applicants where VIHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants. VIHA will also deny admission when VIHA determines there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

VIHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one (1) incident during the previous twelve (12) months.

- "Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past ten (10) years by Applicants or Tenants, household members, and guests which involved criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotics paraphernalia, which did or did not result in the arrest and/or conviction of the Applicant or Tenant, household member, or guest.

- "Engaged in or engaging in or recent history of" criminal activity means any act within the past ten (10) years by Applicant or Tenant, household member, or guest which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other Tenants or VIHA employees, which did or did not result in the arrest and/or conviction of the Applicant or Tenant, household member, or guest.

In evaluating evidence of negative past behavior, VIHA will give fair consideration to the seriousness of the activity with respect to how it would affect other Tenants and/or the likelihood of favorable conduct in the future as evidenced by rehabilitation.

VIHA will not waive this policy.

VIHA may permit eligibility for occupancy if the involved Family member(s) does not reside in the household. VIHA will consider as evidence that the person is no longer in the household:

- a divorce decree;
- incarceration;
- a death certificate;
- a copy of a new lease with the owner's telephone number and address; or
- other substantiating evidence.

g. <u>Permanent Denial of Admission</u>

VIHA will permanently deny admission to public housing to persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing in violation of any Federal or State law. "Premises" is defined as the building or complex in which a dwelling unit is located, including common areas and grounds.

VIHA will not waive this requirement.

h. <u>Other Criminal Activity</u>

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other Tenants.

For the purposes of this policy, this is construed to mean that a member of the current Family has been arrested or convicted of any criminal or drug-related criminal activity within the past ten (10) years.

"Violent criminal activity" means any criminal activity by a Family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

No Family member may be subject a to lifetime sex offender registration requirement. This provision will not be waived.

No Family member may have engaged in or threatened abusive or violent behavior toward VIHA personnel at any time within the past ten (10) years.

No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last ten (10) years.

i. Obtaining Information from Drug Abuse Treatment Center

VIHA will inquire of all Applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

VIHA will inquire of all Applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

VIHA will maintain information received from a drug abuse treatment facility as confidential. This information will not be misused or improperly disseminated and will be destroyed not later than five (5) days after the date on which VIHA gives final approval for admission.

If the application is denied, the information will be destroyed after 1,185 days.

j. Hearings

If information is revealed that would cause VIHA to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to VIHA's hearing procedures outlined in Appendix A, Grievance Policy.

G. SCREENING FOR SUITABILITY [24 CFR 960204, 960.205]

In developing its admission policies, the aim of VIHA is to attain a Tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, VIHA will deny admission to Applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its Tenants.

VIHA will conduct a detailed interview of all Applicants. The interview form will contain questions designed to evaluate the qualifications of Applicants to meet the essential requirements of residency. Most answers will be subject to third-party verification.

An Applicant's misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, Family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by VIHA.

VIHA's minimum age for admission as head of household is 18, unless the Applicant is an emancipated minor. VIHA does not permit a parent or legal guardian to co-sign the lease on the Applicant's behalf if the head of household is under 18.

As part of the final eligibility determination, VIHA will screen each Applicant household to assess their suitability as Tenants.

VIHA shall rely upon sources of information which may include, but not be limited to, VIHA records, personal interviews with the Applicant or Tenant, interviews with previous landlords, employers, social workers, parole officers, criminal and court records, clinics, physicians or law enforcement agencies.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a Tenant, criminal records, the ability of the Applicant to maintain the responsibilities of tenancy, and whether the conduct of the Applicant in present or prior housing has been such that admission to VIHA's housing would adversely affect the health, safety or welfare of other Tenants

VIHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The Applicant's past performance in meeting financial obligations, especially rent.

- Any record of eviction or of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other Tenants or neighbors.

- Any history of criminal activity on the part of any Applicant Family member, including drug-related criminal activity.

- Any history or evidence of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

- Any history of initiating threats or behaving in a manner indicating intent to assault employees or other Tenants.

- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other Tenants.

The ability and willingness of an Applicant to comply with the essential lease requirements will be verified and documented by VIHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the Applicant and other Family members listed on the application in present and prior housing.

1. Rent Paying Habits

VIHA will examine any PHA records from a prior tenancy and will request written references from the Applicant's current landlord and may request written references from former landlords for up to the past three (3) years.

Based upon these verifications, VIHA will determine if the Applicant was chronically late with rent payments, was evicted at any time during the past three (3) years for non-payment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the Applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent pursuant to a court approved escrow or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide) and responsible efforts were made by the Family to resolve the nonpayment problem.

The lack of a credit history will not disqualify a Family but a poor credit history as related to housing payments will disqualify a Family. VIHA will review the history of utility payments in an Applicant's credit report.

2. Applicants Who Claim Mitigating Circumstances

"Mitigating circumstances" are facts relating to the Applicant's record of unsuitable rental history or behavior, which, when verified would indicate both (1) the reason for the unsuitable rental history and/or behavior, (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and (3) the Applicant's prospect for lease compliance is an acceptable one justifying admission.

If unfavorable information is received about an Applicant, consideration may be given to mitigating circumstances. In order to be factored into VIHA's screening assessment of the Applicant, mitigating circumstances must be verified.

If the mitigating circumstances claimed by the Applicant relate to a change in disability, medical condition or course of treatment, VIHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. VIHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

- Evidence of successful rehabilitation;
- Evidence of the Applicant Family's participation in and completion of social service or other appropriate counseling service approved by VIHA; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the Applicant will qualify for admission. VIHA will consider such circumstances in light of:

- The Applicant's ability to substantiate, through verification, the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The Applicant's overall performance with respect to all of the screening requirements.

3. Qualified and Unqualified Applicants

Information, which has been verified by VIHA, will be analyzed and a determination will be made with respect to:

- The eligibility of the Applicant as a Family;
- The eligibility of the Applicant with respect to income limits for admission;
- The eligibility of the Applicant with respect to citizenship or eligible immigration status; and
- Preference category, if any, to which the Family is entitled.

Assistance to a Family may not be delayed, denied or terminated on the basis of the Family's ineligible immigration status unless and until the Family completes all the verification and appeals processes to which they are entitled under both immigration and VIHA procedures, except for a pending VIHA hearing.

Victims of domestic violence, dating violence or stalking who are otherwise qualified applicants shall not be denied program assistance or admission based on their victim status.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. VIHA shall provide Applicants an opportunity for an informal hearing (see Appendix A, Grievance Policy).

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible but fail to meet the Applicant Screening Criteria, will be offered an opportunity for a meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

VIHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by VIHA does not mean that Applicants should expect to be housed by that date. The availability of a suitable unit to offer a Family is contingent upon factors not directly controlled by VIHA, such as turnover rates and market demands as they affect bedroom sizes and development location.

4. Documenting Findings

An authorized representative of VIHA shall document any pertinent information received relative to the following:

- **Criminal Activity** – includes the activities listed in the definition of criminal activity in this Chapter.

- **Pattern of Violent Behavior** – includes evidence of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

- **Pattern of Drug Use** – includes a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.

- **Drug-Related Criminal Activity** – includes evidence that the Applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

- **Pattern of Alcohol Abuse** – includes a pattern of alcohol abuse that might interfere with the health, safety or right to peaceful enjoyment of the premises by other Tenants.

- **Initiating Threats** – includes behaving in a manner indicating an intent to assault employees or other Tenants.

- **Abandonment of a VIHA Housing Unit** – includes leaving without advising VIHA officials.

- **Non-Payment of Rightful Obligations** – includes rent and/or utilities and other charges owed to VIHA or any other PHA.

- **Intentionally Falsifying an Application for Leasing** – includes uttering or otherwise providing false information about Family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

- **Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the Applicant resides, or which are seriously disturbing to neighbors or disrupt sound Family and community life, indicating the Applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

- **Grossly Unsanitary or Hazardous Housekeeping** – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the Family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls;

or serious neglect of the premises. This category does not include Families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

- **Destruction of Property** – in previous rentals.

- **Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of Tenancy** – in the case of Applicants for admission, the person's present living arrangements and a statement obtained from Applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide will also be considered in making this determination.

5. Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare; or
- Are students

H. HEARINGS

If information is revealed that would cause VIHA to deny admission to the Applicant and the Applicant disputes the information, she/he shall be given an opportunity for an informal hearing according to VIHA's hearing procedures outlined in Appendix A, Grievance Policy.

CHAPTER 3

APPLYING FOR ADMISSION

INTRODUCTION

VIHA will ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list and limitations on who may apply. The primary purpose of the intake function is to gather information about the Family, but VIHA will also utilize this process to provide information to the Family, to ensure an accurate and timely decision of eligibility. Applicants will be placed on the waiting list in accordance with this Chapter.

A. HOW TO APPLY

Families who wish to apply for VIHA housing must complete a written application form. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request.

Persons with disabilities may call VIHA to receive an application through the mail or make other arrangement to complete an application.

Applicants may apply to be included on a central waiting list at a central location.

The application process will involve two (2) phases.

- The first is the "initial" application for admission (referred to as a pre-application) which establishes place on the waiting list.

  The pre-application will be dated, time-stamped, and processed for Tenant selection and assignment.

- The second phase is the "final determination of eligibility for admission" (referred to as the formal application). The formal application takes place when the Family reaches the top of the waiting list. At this time VIHA ensures that verification of all eligibility factors is current in order to determine the Family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

VIHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application will be taken in person and the data entered into the computer. The application may also be mailed to the Applicant and, if requested, it will be mailed in an accessible format.

Translation will be provided for non-English speaking Applicants by VIHA staff or an outside source.

The pre-application will contain questions designed to obtain the following Family information.

- Names of head of household and spouse;
- Names of adult members and age of all members;
- Number of Family members;
- Street address and phone numbers;
- Mailing address;
- Annual income;
- Source(s) of income received by household members;
- Information regarding request for reasonable accommodation or for accessible unit;
- Social Security Numbers;
- Race/ethnicity; and
- Marital status.

Duplicate applications will not be accepted. Applicants from a segment of an Applicant household will be accepted.

Pre-applications will not require interviews. Information on the application will not be verified until the Applicant has been selected for final eligibility determination. Final eligibility will be determined when the formal application process is completed and all information is verified.

Applicants are requested to inform VIHA, in writing, of changes in Family composition, income, and address, as well as any changes in their preference status. Changes will be

accepted in writing only. Applicants are also required to respond to requests from VIHA to update information on their application or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the Applicant being removed from the waiting list. The Applicant is entitled to an internal hearing upon removal from the waiting list. (See Appendix A, Grievance Policy).

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the Family is determined to be preliminarily eligible, they will be notified in writing.

This written notification of preliminary eligibility will be mailed to the Applicant or distributed to the Applicant in the manner requested as a reasonable accommodation.

D. COMPLETION OF A FORMAL APPLICATION

All preferences claimed on the pre-application or while the Family is on the waiting list will be verified once the Applicant reaches the top of the waiting list and completes the formal application process.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an Applicant has been on the waiting list.

Applicants on the waiting list who will be selected in the near future will be sent a letter (see Chapter 4 on Tenant Selection and Assignment Plan). The letter will request the Applicant to call to make an appointment or notify the Applicant of an application interview and request the Applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter.

The formal application will be completed when the Applicant attends the interview.

Requirement to Attend Interview

VIHA utilizes the formal application interview to discuss the Family's circumstances in greater detail, to clarify information which has been provided by the Family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the Family by providing information about the application and verification process, as well as to advise the Family of other VIHA services or programs which may be available.

All adult Family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of

state or for members for whom attendance would be a hardship. The head of household and spouse are both required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the Family. The head of household, however, will be required to attend an interview within seven (7) calendar days to review the information and to certify by signature that all the information is complete and accurate.

It is the Applicant's responsibility to reschedule the interview if she/he misses the appointment. If the Applicant does not reschedule or misses two (2) scheduled appointments, VIHA will deny the application and the Applicant will be removed from the waiting list. The Applicant shall not be entitled to an informal hearing.

If an Applicant fails to appear for an appointment, VIHA will automatically schedule a second appointment. If the Applicant misses the second appointment without prior approval, the application will be denied unless she/he can provide acceptable documentation to VIHA that an emergency prevented him/her from appearing and the Applicant will be removed from the waiting list. The Applicant shall not be entitled to an informal hearing.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information only with written permission of the person with a disability.

All adult members must sign Form HUD-9886, "Release of Information and Privacy Notice", the declarations and consents related to citizenship/immigration status and any other documents required by VIHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for rejection of the application for failure to provide necessary certifications and releases as required by VIHA.

Information provided by the Applicant will be verified, including information related to Family composition, income, allowances and deductions, assets, eligible immigration status, full-time student status and other factors related to preferences, eligibility and rent calculation.

If VIHA determines at or after the interview that additional information or document(s) are needed, VIHA will request the document(s) or information in writing. The Family will be given fourteen (14) calendar days to supply the information. If the information is not supplied in this time period, VIHA will provide the Family a notification of denial for assistance and offer the right to an informal hearing. (See Appendix A, Grievance Policy).

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to VIHA's housing:

- Preference verification;
- Family composition and type;
- Annual income;
- Asset and Asset Income;
- Deductions from Annual Income;
- Social Security Numbers of all Family members;
- Information used in Applicant screening;
- Citizenship or eligible immigration status;
- School verification;
- Credit History Report; and
- Criminal History Report.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is competed, VIHA will make a final determination of eligibility. This decision is based upon information provided by the Family, the verification completed by VIHA, and the Tenant suitability determination (see Chapter 2 on Eligibility for Admission).

The household is not actually eligible for a unit offer until this final determination has been made though they may have been preliminarily determined eligible and may have been listed on the waiting list.

CHAPTER 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

Site-Based Waiting Lists

Per the Quality Housing and Work Responsibility Act of 1998, VIHA may implement site-based waiting lists.

INTRODUCTION

Each Applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list or, if applicable, on a site-based waiting list for the development in which the Applicant wishes to reside. Applicants will be listed in sequence based upon the date and time the application is received, the size and type of unit they require, and where applicable, at the site at which they wish to reside and factors of preference or priority. In filling an actual or expected vacancy, VIHA will offer the dwelling unit to an Applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. VIHA will offer the unit until it is accepted. This Chapter describes VIHA's policies with regard to the number of unit offers that will be made to Applicants selected from the waiting list and the management of the waiting list.

VIHA's Objective

VIHA policies will be followed consistently and will affirmatively further fair housing goals.

VIHA will ensure that Families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any Family unnecessarily or made to any Family prematurely.

When appropriate units are available, Families will be selected from the waiting list in their preference determined sequence.

Based on VIHA's turnover and the availability of appropriate sized units, groups of Families will be selected from the waiting list to form a final eligibility pool. Selection from the pool will be based on completion of verification of eligibility.

A. MANAGEMENT OF THE WAITING LIST

VIHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- All Applicants on the waiting list will be maintained in order of preference by unit size, date and time of application receipt.
- Applications equal in preference will be maintained by date and time sequence.
- All applicants on the waiting list will be purged annually.
- All Applicants must meet applicable income eligibility requirements.

1. Opening and Closing the Waiting Lists

VIHA, at its direction, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. VIHA may open or close the list by local preference category.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of Applicants who quality for a local preference, and the ability of VIHA to house an Applicant in an appropriate unit within a reasonable period of time.

When VIHA opens the waiting list, VIHA will advertise through public notice in local newspapers, minority publications and media entities the location(s), and program(s) for which applications are being accepted.

The notice will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting lists offered by VIHA.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that Section 8 Housing Choice Voucher participants must submit a separate application if they want to apply for public housing.
- Limitations, if any, on who may apply.

The notices will be made available in an accessible format, if requested. They will provide potential Applicants with information that includes VIHA's address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as a reasonable accommodation for submission of an application after the closing deadline. This reasonable accommodation may be available to allow persons with disabilities the opportunity to submit an application in cases where a social service organization provides inaccurate or untimely information about the closing date.

Documentation of the provision of inaccurate or untimely information must be provided by the Applicant.

2. When Acceptance of Applications is Suspended

VIHA may suspend the acceptance of applications if there are enough local preference holders to fill anticipated openings for the next 12 to 24 months.

During the period when the waiting list is closed, VIHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Closing of the waiting list shall be announced in the same manner as the opening of the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover the next 12 to 24 months. VIHA will give at least fourteen (14) calendar days notice prior to closing the list. When the period for accepting applications is over, VIHA will add the new Applicants to the list by unit size, local preferences, and date and time of application receipt.

VIHA will update the waiting list at least annually by removing the names of those Families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, VIHA will advise Families of their responsibility to notify VIHA when mailing address or telephone numbers change.

3. Reopening the List

If the waiting list is closed and VIHA decides to open the waiting list, VIHA will publicly announce the opening.

VIHA may elect to open the waiting list for specific unit sizes, local preference or elderly, near elderly, or disabled Applicant and continue to keep the balance of the waiting list closed.

4. Limits on Who May Apply

When the waiting list is open, any Family asking to be placed on the waiting list will be given the opportunity to complete an application.

When the application is submitted to VIHA it establishes the Family's date and time of application for placement order on the waiting list.

5. Multiple Families in Same Household

When Families apply that consist of two (2) Families living together, such as a mother and father, and a daughter with her own husband or children, if they apply as a Family unit, they will be treated as a Family unit.

B. SITE-BASED WAITING LISTS

VIHA may offer site-based waiting lists. Applicants may apply at a central location to be included on the central or site-based waiting lists.

When there are insufficient Applicants on a site-based waiting list, VIHA will contact Applicants on other site-based waiting lists who may qualify for the type of housing with insufficient Applicants. "Insufficient Applicants" on a list will be defined as not enough Families to fill vacancies for at least 12 to 24 months, based on anticipated turnover at the development.

Every reasonable action will be taken by VIHA to assure that Applicants can make informed choices regarding the development(s) in which they wish to reside. VIHA will disclose information to Applicants regarding the location of available sites, occupancy number and size of accessible units. VIHA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the Applicant will likely have to wait to be admitted to units of different types.

C. WAITING LIST PREFERENCES

A preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every Applicant must meet VIHA's selection criteria as defined in this ACOP.

VIHA's preference system will work in combination with requirements to match the characteristics of the Family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by applicable law or this ACOP, VIHA will give preferences to qualified Families.

Families who reach the top of the waiting list will be contacted by VIHA to complete a formal application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by VIHA.

Among Applicants with equal preference status, the waiting list will be organized by date, time and unit size.

If an Applicant makes a false statement in order to qualify for a local preference, VIHA will deny admission to the program for the Family.

Local Preferences

The preference system described below will work in combination with requirements to match the characteristics of the Family to the type of unit available, including units with targeted populations and income targeting requirements. The ability to provide preferences for some family types will depend on unit size available.

A public hearing with opportunity for public comment will be held before VIHA adopts any local preference.

VIHA will use the following preferences:

1. Employment Preference
For Families with all adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance of Needy Families (TANF).

2. Involuntary Displaced Preference
VIHA may use available public housing units to assist Applicants displaced due to a natural disaster declared by the Tenant of the United States, or through no fault of their own by governmental action or by domestic violence and not living in standard, permanent replacement housing.

- Domestic Violence - The actual or threatened violence must have occurred within the past twelve (12) months or be of a continuing nature. The violence must be documented through (1) federal, state or local police or court records, or (2) a statement, on a form prepared by VIHA, that the incident or incidents in question are bona fide incidents of abuse. The statement must be signed, under the penalty of perjury, 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 or the effects of the abuse. The victim of domestic violence must also sign the statement and identify the alleged perpetrator. To qualify for this preference, the abuser must still reside in the unit from which the Applicant was displaced. The displacement from the unit must be verified as being involuntary to avoid an attempt to circumvent the waiting list by the alleged victim and abuser.

3. Rent Burden Preference
For Families who are paying more than 50% of the total net income in rent.

4. Substandard Preference
For families residing in a unit that is dilapidated; does not have electricity or has unsafe or inadequate electrical services; does not have a usable flush toilet or bathtub/shower inside the unit for the exclusive use of the family; or does not have a kitchen. As well as for families who are homeless.

5. Elderly Preference
For Applicants whose head of household is at least 62 years of age or older.

6. Disabled Families Preference
For Applicants whose head of household is disabled.

7. Veterans Preference
For Families whose composition consists of a veterans and servicemen.

Note: Single Families who are elderly or disabled will be given a priority over all single Applicants regardless of preference status.

D. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, VIHA will first match the characteristics of the available unit to the Applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income-mixing, income targeting, or units in housing designated for the elderly limit the admission of Families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and Family characteristics, it is possible that Families who are lower on the waiting list may receive an offer of housing ahead of Families with an earlier date and time of application.

E. INCOME TARGETING

VIHA will monitor its admissions to ensure that at least 40% of Families admitted to public housing in each fiscal year have incomes that do not exceed 30% of area median income.

Families whose incomes do not exceed 30% of area median income will be referred to as "extremely low-income families" in this ACOP.

Once VIHA has met the 40% targeted income requirement for new admissions of extremely low-income families, VIHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

F. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head of household, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved designated housing plan.

VIHA will take the following action when processing Families for developments designated for the elderly:

- When there are insufficient Elderly Families who wish to reside in a development, Near-Elderly Families (head of household or spouse ages 50-61).

- When there are insufficient Elderly or Near-Elderly Families who wish to reside in a development and units are ready for leasing more than sixty (60) days, all other Family types are eligible for such units.

- Families with members who require a unit with accessible features will receive preference for such unit over Families who do not require such features.

Procedures when there are Insufficient Applicants on the Waiting List

When there are insufficient Applicants on the waiting list for an elderly-designated development, the development will contact the Applicants on the waiting list to determine their interest in applying for the waiting list of the development with insufficient Applicants on it. If an interested Elderly Family is located, the housing management staff of the development with no waiting list will place the Applicant on its waiting list and will contact the Applicant to verify his/her preference and complete a formal application when his/her name is close to the top of the waiting list.

Where VIHA anticipates that there are insufficient Elderly or Near-elderly Families on the waiting list for these units, VIHA will notify local senior service centers and local media sources aimed at the elderly to recruit Elderly Families for the waiting list for these developments.

When there are no Elderly Applicants from other sites interested in the elderly-designated development, after conducting outreach, Near-elderly Applicants who are 50-61 years of age can be admitted to the elderly-designated development. If there are no Near-elderly Applicants on the list, the development housing management staff will contact Near-elderly Applicants on other development lists to determine interest and add to their list, if applicable.

When there are no Near-elderly Applicants from other sites interested in the elderly-designated development, after conducting outreach, single Applicants who are below 50 years of age can be admitted to the elderly-designated development.

G. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, Disabled Families with a head of household, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to accessible units.

VIHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessible units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to Families with disabled Family members who require the modifications or facilities provided in the units.

H. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible Families. In accordance with VIHA's occupancy standards, eligible Families not needing accessible units will be admitted to VIHA's general occupancy units.

VIHA will use its local preference system as stated in this Chapter for admission of eligible Families.

VIHA will treat all single Applicants who are not elderly or disabled as they would any other Family for admission purposes

I. DECONCENTRATION OF POVERTY AND INCOME-MIXING

VIHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income Tenants into lower income developments and lower income Tenants into higher income developments, where possible.

Gross annual income is used for income limits at admission and for income-mixing purposes.

1. Deconcentration Methodology

VIHA shall admit lower income Families to higher income developments and admit higher income Families to lower income developments using the following steps:

Step 1: VIHA will annually determine the average income of all Families residing in all of its' general occupancy (Family) developments (including Families residing in developments approved for demolition or conversion to Tenant-based assistance and Families residing in public housing units in mixed-finance developments).

Step 2: VIHA will annually determine the average income of all Families residing in each building of each general occupancy development.

Step 3: VIHA will annually characterize each building of each general occupancy development as higher income or lower income based on whether the average income in the building is above or below the overall average.

Step 4: VIHA will determine which Families on the waiting list have incomes higher than the VIHA-wide average and designate these Families "higher income Families," and which have incomes lower than the VIHA-wide average and designate these Families "lower income Families."

Step 5: When a unit becomes available in a higher income building, VIHA shall skip Families on the waiting list if necessary to reach a lower income family to whom it will offer the unit. When a unit becomes available in a lower income building, VIHA shall skip Families on the waiting list if necessary to reach a higher income Family to whom it will offer the.

Skipping shall be applied to both site-based and VIHA-wide waiting lists.

If the waiting list does not contain a Family in the income category to which the unit is to be offered, VIHA shall offer the unit to a Family in the other income category.

2. Definition of Building for Purposes of Deconcentration

For purposes of deconcentration, a "building" is one or more contiguous structures containing at least 8 public housing units.

For scattered sites and small developments, if a development contains no structures that qualify as a building, the deconcentration requirement is applied to the entire development as if the development were a building.

If VIHA has provided the Family that resided in public housing on the site of a mixed-finance or other development the right to return to that development after revitalization, the deconcentration policy is inapplicable to that Family.

A Family has the sole discretion whether to accept an offer of a unit made under the deconcentration policy. VIHA shall not take any adverse action toward any eligible Family for choosing not to accept an offer of a unit.

VIHA shall uniformly limit the number of offers received by Applicants. Nothing in the deconcentration policy relieves VIHA of the obligation to meet the income targeting requirements.

<u>VIHA Incentives for Higher Income Families</u>

VIHA may offer certain incentives to higher income families willing to move into lower income developments.

J. VERIFICATION OF PREFERENCE QUALIFICATION

An Applicant may be placed on the waiting list upon his/her certification that she/he qualifies for a preference. When the Applicant is selected from the waiting list for the final determination of eligibility, the preference will be verified.

VIHA will verify all preference claims at the time of formal application.

If the preference verification indicates that an Applicant does not qualify for the preference, the Applicant will be returned to the waiting list and ranked without the local preference.

Change in Circumstances

Changes in circumstances while on the waiting list may affect the Applicant's entitlement to a preference. An Applicant is required to notify VIHA in writing when his/her circumstances change.

K. PREFERENCE DENIAL

If VIHA denies a preference, VIHA will notify the Applicant in writing of the reasons why the preference was denied and offer the Applicant an opportunity for an informal meeting. The Applicant will have fourteen (14) calendar days to request a meeting in writing. If the preference denial is upheld as a result of the meeting, or the Applicant does not request a meeting, the Applicant will be placed on the waiting list without benefit of the preference.

If the Applicant falsifies a document or makes false statements in order to qualify for any preference, she/he will be removed from the waiting list with notification to the Applicant.

L. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged at least once a year by a mailing to all Applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an Applicant fails to respond within fourteen (14) calendar days, she/he will be removed from the waiting list. If a letter is returned without a forwarding address, the Applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. An extension to reply to the purge notification will be considered as a reasonable accommodation requested by a person with a disability.

If an Applicant is removed from the waiting list for failure to respond, she/he will not be entitled to an informal review unless a person with a disability requests a review as a reasonable accommodation for being unable to reply within the proscribed period, or the Applicant claims a verifiable mitigating circumstance.

Notices will be made available in an accessible format upon the request of a person with a disability. VIHA allows a grace period of fourteen (14) calendar days after completion of the purge. Applicants who respond during this grace period will be reinstated.

VIHA will give written notification to all Applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

Applicants will be notified with confirmation of VIHA's receipt of their application that they are responsible for notifying VIHA if they have a change of address.

M. OFFER OF ACCESSIBLE UNITS

VIHA has accessible units designed for persons with mobility, sight and hearing impairments.

No non-disabled Applicant will be offered these units until all eligible disabled Applicants have been considered.

Before offering a vacant accessible unit to a non-disabled Applicant, VIHA will offer such units:

- First, to a current Tenant of another unit of the same development or other public housing developments under VIHA's control who has a disability that requires the special features of the vacant unit.

- Second, to an eligible qualified Applicant on the waiting list who has a disability that requires the special features of the vacant unit.

When offering an accessible unit to a non-disabled Applicant, VIHA will require the Applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current Tenant or an Applicant needs the features of the unit and there is another unit available for the Tenant. The move will be at the VIHA's expense. This requirement will be a provision of the Lease. See "Leasing" Chapter 9.

N. PLAN FOR UNIT OFFERS

VIHA's plan for selection of Applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, or national origin is to make two (2) offers. The offers will be of a suitable unit in the location which has available units.

VIHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

O. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between placement on the waiting list and an offer of a suitable unit may affect the Family's eligibility or Total Tenant Payment. The Applicant will be notified in writing of changes in his/her eligibility or level of benefits and offered the right to an informal hearing when applicable (See Appendix A, Grievance Policy).

Applicants with a Change in Family Size or Status

Changes in Family composition, status, or income between the time of the interview and the offer of a unit will be processed.

The Applicant will take his/her appropriate place on the waiting list according to the date he/she applied.

P. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an Applicant rejects the final unit offer, VIHA will remove the Applicant's name from the waiting list. Removal from the waiting list means the Applicant must reapply for admission.

Q. ACCEPTANCE OR REJECTION OF UNIT

Applicants must accept a unit offer within 24 hours of the time the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an Applicant by telephone, VIHA will send a letter by certified mail, return receipt requested, notifying the Applicant to contact VIHA. If the Applicant fails to respond within seven (7) calendar days of the date of mailing, the Applicant will be removed from the waiting list.

Within 48 hours of acceptance of the unit, the Applicant must pay VIHA the security deposit and first month's rent. If the Applicant fails to pay the security deposit, key deposit and first month's rent, the Applicant shall be moved to the ready pool and be offered a unit at a later date.

1. Applicants Unable to Take Occupancy

If an Applicant is unable to take occupancy at the time of the offer for "good cause," the Applicant will not be removed from the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a unit include, but are not limited to:

- An elderly or disabled Family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)];
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- Presence of lead paint in the unit offered when the Applicant has children under the age specified by current law;
- A qualified, knowledgeable, health professional verified the temporary hospitalization or recovery from illness of the head of household, other household members, or a live-in aide necessary to care for the head of household;
- The unit is inappropriate for the Applicant's disabilities; or
- The Family demonstrated to VIHA's satisfaction that accepting the offer will result in a situation where a Family member's life, health or safety will be placed in jeopardy. The Family must offer specific compelling documentation such as restraining orders or other court orders for risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the Family.

2. Refusal of Offer

If the unit offered is inappropriate for the Applicant's disabilities, the Family will retain its position on the waiting list.

If the unit offered is refused for other reasons, the applicant will be placed at the bottom of the waiting list.

Refusals due to the location of the unit alone are not considered to be good cause.

CHAPTER 5

OCCUPANCY STANDARDS

INTRODUCTION

These occupancy guidelines are established by VIHA to ensure that Families of the appropriate size occupy units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized Families when they are selected from the waiting list, when a Family's size changes, or when a Family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

VIHA does not determine who shares a bedroom/sleeping room, but there must be at least one (1) person per bedroom. VIHA's occupancy guidelines for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned so that:

- Consideration will also be given for medical reasons.
- Generally, VIHA will assign one (1) bedroom or two (2) bedrooms within the following guidelines:

  a) Adults of different generations, persons of the opposite sex, other than spouses, and unrelated adults will not be required to share a bedroom.

  b) Separate bedrooms should be allocated for persons of the opposite sex, other than adults who have a spousal relationship and children under 18.

  c) Foster children will be included in determining unit size only if they will be in the unit for more than **12** months. Exceptions to this guideline will be considered on a case by case basis.

d) Live-in aides may be provided a separate bedroom contingent upon the circumstances.

e) Space will not be provided for a Family member who will be absent most of the time, such as a member who is away in the military.

f) Single person Families shall be allocated a zero/one bedroom unit.

The living room will not be used as a bedroom except with written VIHA approval. Basements can never be used as living space.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedrooms	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10

B. EXCEPTIONS TO OCCUPANCY STANDARDS

VIHA will grant exceptions from these guidelines in cases where it is the Family's request or VIHA determines the exceptions are justified by the relationship, age, sex, health or disability of Family members, or other individual circumstances, and there is a vacant unit available. If an Applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- For a three-person Family that includes two (2) adults and an infant, VIHA may allow the Family to lease a one-bedroom unit in a desired general occupancy development.

- However, VIHA will not lease a one-bedroom unit to a three-person Family that includes two (2) adults and an adolescent or teenager.

- In cases such as those above, a Family that voluntarily, during a three (3) year period, accepts a unit that is smaller than what the Family is eligible for will be required to sign a statement that unless there is an increase in Family size, the Family agrees that it is ineligible for transfer to a larger unit for at least two (2) years.

- VIHA may offer a Family a unit that is larger than required by VIHA's occupancy standards, if the waiting list is short of Families large enough to fill the vacancy or VIHA determines that the common area for the development is insufficient for accommodating any additional large Families.

- In all cases, where the Family requests an exception to the general occupancy standards, VIHA will evaluate the relationship and ages of all Family members and the overall size of the unit.

- The Family may request to be placed on a larger bedroom size waiting list than indicated by VIHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by VIHA before the Family is placed on the larger bedroom size list.

C. OTHER CIRCUMSTANCES

Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of medical reasons or a need for medical equipment. A knowledgeable professional must verify such requests.

VIHA will not assign a larger bedroom size due to additions of Family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the Family residing in the unit must be approved by VIHA. The Family must obtain approval of any additional Family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the Family must inform VIHA within fourteen (14) calendar days so the person can be added to the lease.

To avoid vacancies, VIHA may provide a Family with a larger unit than the occupancy standards permit. The Family must agree to move to a suitable, smaller unit when another Family qualifies for the larger unit and there is a suitable smaller unit available. The move shall be at the Family's expense. This requirement shall be a provision of the lease.

D. ACCESSIBLE UNITS

VIHA has accessible units designed for persons with mobility, sight and hearing impairments.

Preference for occupancy of these units will be given to Families with disabled Family members who require the modifications or facilities provided in the units.

No non-disabled Applicants will be offered these units until all eligible disabled Applicants have been considered.

Accessible units will be offered and accepted by non-disabled Applicants only with the understanding that such Applicants must accept a transfer to a non-accessible unit at a later date if a person with a disability requiring the unit applies housing and is determined eligible. The move shall be at VIHA's expense. This provision shall be a requirement of the lease.

CHAPTER 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that Families are not paying more or less money for rent than they are obligated to pay.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment ("TTP"). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work responsibility Act ("QHWRA") gives VIHA broader flexibility. VIHA's policies in this Chapter address those areas that allow VIHA discretion to define policies and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

VIHA has established $50.00 as minimum rent.

In the event a Family believes the imposition of a minimum rent would create a financial hardship, the Family may request an exemption from payment of minimum rent. Financial hardship includes these situations:

- When the Family income decreases due to changed circumstances, including loss of employment;
- When a death has occurred in the Family;
- When the Family would be evicted because it is unable to pay the minimum rent;
- The Family has lost eligibility or is awaiting an eligibility determination to receive Federal, state or local assistance (this includes legal aliens entitled to receive assistance under the Immigration and Nationality Act); and
- Other situations as determined by VIHA.

If a Family requests a financial hardship exemption, VIHA must suspend the minimum rent requirement beginning the month following the Family's request for a hardship exemption and continuing until VIHA determines whether there is a qualifying financial hardship and whether it is temporary, less than 90 days, or long term, 90 days or more.

VIHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term. VIHA 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.

If VIHA determines that a qualifying financial hardship is temporary, VIHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. VIHA must offer the Family a reasonable repayment agreement, on terms and conditions established by the VIHA, for the amount of back minimum rent owed by the Family.

If VIHA determines there is no qualifying hardship exemption, VIHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The Family must pay the back rent on terms and conditions established by the VIHA.

In cases where VIHA determines either that a temporary qualifying hardship exists, or that no qualifying financial hardship exists, the terms of the repayment agreement are as follows:

- The head of household shall sign a repayment agreement;
- The back rent owed must be paid in equal payments not to exceed six (6) months; and
- Failure to adhere to the terms of the agreement is grounds for eviction.

If VIHA determines a qualifying financial hardship is long term, VIHA must exempt the Family from the minimum rent requirement so long as such hardship continues. Furthermore, VIHA will conduct a recertification every 90 days during the period the financial hardship exists.

The exemption shall apply from the beginning of the month following the Family's request for hardship exemption until the end of the qualifying hardship.

The financial hardship exemption only applies to the minimum rent (as determined pursuant to § 5.628(a)(4) and § 5.630), and not to the other elements used to calculate the TTP (as determined pursuant to § 5.628(a)(1), (a)(2) and (a)(3)).

If a Family requests a hearing under VIHA's grievance procedure to review VIHA's determination denying or limiting the Family's claim to a financial hardship exemption, the Family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues. **(QHWRA; SECTION 507 (A)(B))**

B. <u>ANNUAL INCOME</u>

Annual Income is the gross amount of Income anticipated to be received by the Family during twelve (12) months after certification or recertification. Gross Income is the amount of income prior to any allowable expenses or deductions and does not include

excludable income. Annual Income is used to determine whether or not Applicants are within the applicable income limits. (24 CFR 5.607)

1. Income Inclusions

(a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) The net income from the operation of a business or profession;

(c) Interest, dividends, and other net income of any kind from real or personal property;

(d) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;

(e) Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay;

(f) Welfare assistance payments such as general assistance, Temporary Assistance to Needy Families ("TANF") and Supplemental Security Income ("SSI");

(g) Alimony and child support and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and

(h) All regular pay, special pay and allowances of a member of the Armed Forces except hostile fire pay.

2. Income Exclusions

(a) Income from employment of children (including foster children) under the age of 18;

(b) Payments received for the care of foster children or foster adults;

(c) Lump-sum additions to Family assets, such as inheritances, insurance payments including payments under health and accident insurance and workers' compensation, capital gains and settlement for personal or property losses;

(d) Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any Family Member;

(e) Income of a live-in aide;

(f) The full amount of student financial assistance paid directly to the student or to the educational institution;

(g) The special pay to a Family Member serving in the Armed Forces who is exposed to hostile fire;

(h) Amounts received under:

(i)Training programs funded by HUD;

(ii) Training programs for persons with disabilities and which are disregarded for purposes of Supplemental Security Income eligibility; and

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

(iv) Tenant stipends up to $200 per month to perform a service for VIHA to enhance quality of life; or

(v) Incremental earnings and benefits resulting to any Family Member from participation in qualifying State or local employment training programs;

(h) Temporary, nonrecurring or sporadic income, including gifts;

(i) Reparation payments paid by a foreign government for Nazi persecution;

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

(k) Adoption assistance payments in excess of $480 per adopted child;

(l) Property tax refunds;

(m) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts; or

(n) Amounts paid by a State agency to keep a developmentally disabled Family Member at home.

C. INCOME AND ALLOWANCES

Income is money, which is to be used as income for purposes of calculating the TTP. In accordance with this definition, income from all sources of each Family member will be documented.

Adjusted Income is the Annual Income minus any allowable deductions.

1. Permissive Deductions

VIHA does not have any additional permissive deductions to Annual Income of Tenants.

2. Allowable Deductions

There are five (5) HUD authorized allowable deductions from Annual Income:

- **Child Care Expenses** – A deduction of amounts anticipated to be paid by the Family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such is necessary to enable a Family member to be gainfully employed or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:

  (a) the amount of income earned by the Family member released to work; or
  (b) an amount determined to be reasonable by VIHA when the expense is incurred to permit education.

- **Dependent Deduction** – An exemption for $480 for each member of the Family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen (18) years of age, disabled, or a full-time student.

- **Disabled Expenses** – a deduction of non-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled Family member(s), including the disabled Family member, to be employed. In no event may the amount of deduction exceed the employment income earned by the Family member(s) freed to work.

  Equipment and auxiliary apparatus may include but are not limited to wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled Family member.

a. For non-elderly Families and Elderly Families without medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less than three percent (3%) of Annual Income provided the amount so calculated does not exceed the employment income earned.

b. For Elderly Families with medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less than three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned PLUS medical expenses as defined below.

- **Medical Expense Deduction – For Elderly and Disabled Families Only**: A deduction of non-reimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. VIHA shall use IRS publication 502 as guidance.

  Medical expenses include but are not limited to:

  - services of physicians and other health care professionals;
  - services of health care facilities;
  - insurance premiums (including the cost of Medicare);
  - prescription and non-prescription medicines;
  - transportation to and from treatment;
  - dental expenses;
  - eyeglasses;
  - hearing aids and batteries;
  - attendant care (unrelated to employment of Family members); and
  - payments on accumulated medical bills.

  To be considered by VIHA for the purposes of determining a deduction from income, the expense claimed must be verifiable, i.e., receipts, statements from doctors or pharmacists.

  a) For Elderly Families without disabled and medical expenses: the amount of the deduction shall equal total medical expenses less three percent (3%) of Annual Income.

  b) For Elderly Families with both disabled and medical expenses: the amount of the deduction is calculated as described in Disabled Expenses above.

  Elderly/Disabled Household Exemption: An exemption of $400 per household.

3) Medicare Prescription Drug Plan – Part D (Permanent Program)

Statutory Requirement
The new Medicare Prescription Drug Plan benefit makes prescription drug coverage available to Medicare beneficiaries, providing them with substantial federal help in paying for their prescription drugs.

The requisite result is that there is no statutory protection under the Medicare Prescription Drug Plan – Part D program preventing public housing income determinations, or rents from being affected by this Medicare benefit.

Medicare beneficiaries with low incomes and limited assets are eligible for additional assistance in paying their Medicare prescription drug plan costs. This assistance is known as "low-income subsidy" and may also be referred to as "limited income" or "extra help". Beneficiaries qualifying for the low-income subsidy will have the majority of their prescription drug plan costs and prescription drug spending covered.

a. Annual Income
In calculating Annual Income for a Family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as Annual Income for the purpose of calculating rent.

Tenants do not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertifications.

VIHA will exclude from Annual Income the low-income subsidy received by beneficiaries enrolled in this program.

VIHA will include as a medical expense for the medical expense deduction, the out-of-pocket expenses incurred for prescription drugs and premiums.

b. Adjusted Income

- The amount of all unreimbursed out-of-pocket expenses for prescription drugs must be treated as a standard deduction when determining the Family's medical expenses deduction.

- The standard medical deduction as described in 24 CFR 5.609©(4) and 5.611(a)(3) continues to be the sum of allowable medical expenses.

c. Verification of Eligibility

VIHA must verify that the Applicant or Tenant has enrolled in a Medicare prescription drug plan. Persons enrolled in a Medicare prescription drug plan will be issued a card directly from the provider of the private prescription drug plan they select. VIHA must verify:

- The amount of unreimbursed out-of-pocket expenses the Applicant or Tenant will have for prescription drugs, as well as the amount of the premium for their prescription drug plan. Third-party verifications must be obtained when possible or the file must be documented why such third-party verification was not available.
- Medicare beneficiaries required to pay a premium have the option to pay the premium directly to the plan provider or have the premium deducted from the social security. Regardless of whom they pay the premiums to, the premium is an allowable medical expense.
- Medicare beneficiaries will receive statements about their prescription drug spending for months in which they have a prescription drug spending. If there is no activity in a given month, the plan is not obligated to send an explanation of benefits. Tenants may provide the statements they receive to help verify how much they spend on prescription drugs.

D. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

VIHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

VIHA will share information regarding new policies governing training income derived from qualifying employment-training programs with Applicants, Tenants and local social service providers. VIHA's objective is to encourage Families to move toward self-sufficiency by excluding from their Annual Income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the Tenant gainful employment skills. The exclusion of training income, in the calculation of Annual Income, is meant to be an incentive. It is VIHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in public housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion, the Tenant must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the Tenant to merely be enrolled.

There are two (2) types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions [24 CFR 5.609(c)(8)(v)]
The first type of training program has features that allow the training income of Tenants to be excluded only while the Tenant is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 is defined as one with goals and objectives designed to lead to a higher level of proficiency and one which enhances the individual's ability to obtain employment. The training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program; or
- Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any Family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions [24 CFR 5.609(c) (13)]
This training program is specific to public housing Tenants only and the regulation requires it to include specific features. This training program offers public housing Tenants the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

VIHA will determine that this training program has all five (5) components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by a Federal, State or local law;
- be funded by the Federal, State or local government;
- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c) (13) program, the employment training program must offer the Tenant at least one of the following supportive services:

- Childcare;
- Transportation;
- Personal welfare counseling (Family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);
- Health care services (including outreach and referrals); or
- Youth leadership skills; youth mentoring.

For purposes of the 5.609 (c)(13) exclusion and public housing particularly, Annual Income does not include incremental earnings and benefits resulting to any Family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

3. Exclusion Period

The exclusion period is defined as the period during which the Family member participates in a program described in this section, plus 18 months from the date the Family member begins the first job acquired by the Family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the Tenant switches to a second job during the 18-month period, the exclusion continues.

If the Tenant has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment-training program, and who began employment while still an Applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the Family member is terminated from employment with good cause, the exclusion period shall end.

4. Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c)(8)(v) or (c)(13), at all times the income to be excluded is the incremental income only.

Incremental income is the increase between the total amount of welfare and earnings of a Family member *prior* to enrollment in the training program and welfare and earnings of the Family member *after* enrollment in the training program.

All other amounts, such as child support and alimony, are treated in the usual manner in determining Annual Income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

5. Who is Eligible for the Exclusion

Any member of the Tenant's Family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.

If a Family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

6. Verification

Upon verification, Tenants who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their Annual Income.

7. Employment before Completion of Training Program

A Tenant who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a Tenant has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the Tenant started the new job, not the date they complete the training program.

The Tenant is not required to get a job that is directly related to the training program to be eligible for the exclusion.

8. Other Factors to be Considered

The 18-month exclusion also applies to Tenants with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account would be decreased or eliminated for a period of time.

For self-employed Tenants, VIHA will include only the net income of a Tenant when factoring the earnings.

If a Tenant has no income the day they enter a training program, but has a history of employment in the past, VIHA will review the Tenant's wages for the past 18 months

and average the income. That average income will become the Tenant's base amount for determining incremental earnings. Exception: If the Tenant has no income and enrolls in a welfare program which requires participants to be enrolled in a job-training program, the base pay for that Tenant will be zero.

If more than six (6) months goes by before the Tenant starts their first job, the earnings from that job will be counted in full.

The Tenant is required to notify VIHA within fourteen (14) calendar days of enrolling in a qualifying training program.

Tenants who have a decrease in income as a result of enrolling in a training program may request an interim examination. VIHA will determine the decrease in incremental income as a result of the training program and adjust the Tenant's rent accordingly.

Tenants who do not notify VIHA within fourteen (14) calendar days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

E. DISALLOWANCE OF EARNED INCOME

The rent for qualified Families may not be increased as a result of the increased income due to such employment during the 12 month period beginning on the date on which the employment begins.

A Family qualified for the earned income exclusion is:

- A Family that occupies a dwelling unit in a public housing development, is paying income-based rent;
- Whose income increases as a result of employment for one (1) or more years previous to employment;
- Whose earned income increases as a result of increased earnings by a Family member during participation in any Family self-sufficiency or other job training program; or
- That is or was, within six (6) months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least $500 for the six (6) months period.

The definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted Families or to provide work for such Families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a Family member during the self-sufficiency or job training and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six (6) month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the Family member's income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

1. **Initial Twelve (12) Month Exclusion:**
   During the cumulative 12 month period beginning on the date a member of a qualified Family is first employed or the Family first experiences an increase in Annual Income attributable to employment, VIHA will exclude from Annual income any increase in income of the Family member as a result of employment over the prior income of that Family member.

2. **Second Twelve (12) Month Exclusion:**
   Upon the expiration of the 12 month period referred to above, the rent payable by a Family may be increased due to the continued employment of the Family member above, except that during the 12 month period beginning upon such expiration, the amount of the increase may not be greater than 50 percent (50%) of the amount of the total rent increase that would be applicable except for this exclusion.

3. **Maximum Four-Year Disallowance:**
   The earned income disallowance is limited to a lifetime 48 month period for each Family member. For each Family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12 month phased-in exclusion during the 48 month period starting from the date of the initial exclusion.

   If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48 month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12 month total exclusion and the second 12 month phased-in exclusion).

No earned income disallowance will be applied after the 48 month period following the initial date the exclusion was applied.

4. Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the Family's file to show the reason for the reduction in rent.

Such documentation will include:

- The Family reported date of the increase in earned income;
- Name of the Family member whose earned income increased;
- Reason (new employment or participation in a job training program within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from Annual Income;
- Date(s) earned income ended and resumed during the initial cumulative 12 month period of exclusion (if any);
- Date Family member has received a total of 12 months of the initial exclusion;
- Date the 12 month phased-in period began;
- Date(s) earned income ended and resumed during the second cumulative 12 month period (phased-in) of exclusion (if any);
- Date the Family member has received a total of 12 months of phased-in exclusion; and
- Ending date of the maximum 48 month disallowance period (48 months from the date of the initial earned income disallowance).

VIHA will maintain a tracking system to ensure correct application of the earned income disallowance.

5. Family's Responsibility to Report Changes

VIHA will not raise rent between annual recertifications, except in the case of a change in Family composition. However, if the Family has an increase in earned income and wishes to benefit from the earned income exclusion, the Family must report the increase in income within fourteen (14) calendar days of the change.

If VIHA determines that the Family is a qualified Family, the 12 month exclusion will begin on the first day of the month after the Family reports the increase in income. At annual recertification, the remainder of the 12 month full exclusion will be applied. After the 12 month full exclusion ends, the 12 month phased-in exclusion will begin. The Family will be required to report any change in income or Family composition during the period while the full or phased-in exclusion is applied.

VIHA requires families to report certain changes between annual recertification. If a Family reports an increase in earned income and VIHA determines that the Family is a qualified Family, the 12 month exclusion will begin on the first day of the month

after the Family reports the increased income. At annual recertification, the remainder of the 12 month full exclusion will be applied. After the 12 month full exclusion ends, the 12 month phased-in exclusion will begin. The Family will be required to report any change in income or Family composition during the period while the full or phased-in exclusion is applied.

6. Inapplicability to Admission

The earned income disallowance is only applied to determine the Annual Income of Families residing in public housing and is not used in determining the Annual Income of Applicants for purposes of eligibility or income targeting for admission.

F. INDIVIDUAL SAVINGS ACCOUNTS

VIHA does not have individual savings accounts for Families who qualify for the disallowance of earned income.

G. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the Tenant's Annual Income while the Tenant is in training. Income from a HUD funded Tenant Services training program is excluded.

Upon employment with VIHA, the full amount of employment income received by the Family member is counted. There is no 18 month exclusion of income for wages funded under the 1937 Housing Act Programs.

H. AVERAGE INCOME

When Annual Income cannot be anticipated for a full twelve (12) months, VIHA will annualize current income and conduct an interim recertification if income changes.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

The method used depends on the regularity, source and type of income.

I. ZERO INCOME

Familes who reports zero income or less income than would be sufficient to support their lifestyle, will be required to complete an Interview Guide and Checklist at the initial certification, annual certification or interim certification interview. The information will be verified through appropriate 3rd party.

All verifications will be retained with the Interview Guide and Checklist in the Tenant's file. Families will be required to recertify at every thirty (30) days.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a Family member is permanently confined to a hospital or nursing home and there is an eligible Family member left in the household, VIHA will calculate the TTP by excluding the income and deductions of the Family member if his/her income goes directly to the facility and it will include the income if his/her income goes to a Family member. The minimum rent obligation shall be applicable and payable even if income is excluded pursuant to this paragraph.

If there is no remaining Family member in the household when a Tenant is confined to a hospital, nursing home or rehabilitation facility for up to six (6) months, his/her status as a VIHA Tenant will be maintained. If the Tenant expects to be confined to a hospital, nursing home or rehabilitation facility for more than six (6) months, the prognosis of his/her ability to return to his/her unit within twelve (12) months must be verified by a knowledgeable professional. If the Tenant does not meet the requirements of this paragraph, the Tenant's tenancy may be terminated.

K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(A)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received every two (2) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the Family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures".)

If the Family's expenses exceed its known income, VIHA will make inquiry of the Family about contributions and gifts.

L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(A)(7)]

Regular alimony and child support payments are counted as income for calculation of TTP.

If the amount of child support or alimony received is less than the amount awarded by the court, VIHA must use the amount awarded by the court unless the Family can verify it is not receiving the full amount.

VIHA will accept as verification that the Family is receiving an amount less than the amount awarded if VIHA receives verification from the agency responsible for enforcement or collection or the Family furnishes documentation of a child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

It is the Family's responsibility to supply a certified copy of the divorce judgment, separate maintenance decree, or child support order.

M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump-sum payments from Social Security are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine the amount of retroactive rent that the Family owes as a result of the lump sum receipt, VIHA will calculate prospectively.

Prospective Calculation

The calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the Annual Income at the time of the interim recertification.
- VIHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim recertification, i.e., three (3) months would be 25% of the year.

At the next annual recertification, VIHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the Annual Income

The lump sum will be added in the same way for any interim recertifications which occur prior to the next annual recertification.

If amortizing the payment over one (1) year will cause the Family to pay more than 40% of the Family's adjusted income (before the lump sum was added) for TTP, VIHA and Family may enter into a Repayment Agreement for the balance of the amount over the 40% calculation.

Attorney Fees

The Family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered a lump-sum and the recovery paid to the Family does not include an amount in full satisfaction of the attorney fees.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

VIHA must count assets disposed of for less than fair market value during the two (2) years preceding recertification. VIHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorce or separate maintenance are not considered to be assets disposed of for less than fair market value.

VIHA's minimum threshold for counting assets disposed of for less than fair market value is $3,000. If the total value of assets disposed of within the two (2) year period is less than $3,000, they will not be considered an asset.

O. CHILDCARE EXPENSES

Unreimbursed child care expenses for children under 13, may be deducted from Annual Income if they enable an adult to work, attend school full time, or attend full-time vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expense must be reasonable as determined by what the average childcare rates are in VIHA's jurisdiction.

Allowability of deductions for childcare expenses

> **Childcare to work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work and must be to allow the Family member to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Childcare to school: The number of hours claimed for childcare may not exceed the number of hours the Family member is attending school (including one hour travel time to and from school).

P. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be medically recommended in order to be considered a medical expense. Nonprescription medicines will be counted toward medical expenses for Families who qualify if the Family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture, related herbal medicines and chiropractic services will be considered allowable medical expenses.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Proration of assistance must be offered to any "mixed" Applicant or Tenant Family. A "mixed" Family is one that includes at least one (1) U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continue assistance must be offered prorated assistance. (See Chapter 11, "Re-certifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the TTP from the applicable maximum rent for the unit the Family occupies to determine the Family maximum subsidy. The Family's TTP will be calculated by:

Dividing the Family maximum subsidy by the number of persons in the Family to determine member maximum subsidy.

Multiplying the member maximum subsidy by the number of eligible Family members to determine eligible subsidy.

Subtracting the amount of eligible subsidy from applicable maximum rent for the unit the Family occupies to get the Family's revised TTP.

R. INCOME CHANGES RESULTING FROM PUBLIC ASSISTANCE REQUIREMENTS

VIHA will not reduce the rent for Families whose welfare assistance is reduced specifically because of:

- Fraud;
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirements.

However, VIHA will reduce the rent if the public assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the Family has complied with public assistance requirements but cannot or has not obtained employment, such as where the Family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a Family can receive benefits, causes the Family to lose its welfare benefits.

Verification Before Denying a Request to Reduce Rent

VIHA will obtain written verification from the agency providing the public assistance stating that the Family's benefits have been reduced for fraud or noncompliance before denying the Family's request for a rent reduction.

S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENTS

If the cost of utilities, excluding telephone, is not included in the Tenant's rent, a Utility Allowance will be deducted from the TTP. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, not on a Family's actual consumption.

When the Utility Allowance exceeds the Family's TTP, VIHA will provide a Utility Reimbursement Payment for the Family each month. The check will be made out directly to the Tenant.

Tenant Paid Utilities

The following requirements apply to Tenants living in developments with Tenant paid utilities:

- When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the Tenant to pay his/her bills according to this plan. If the Family is receiving public assistance, VIHA will encourage the Family to consider a vendor payment plan for rent and utilities.
- If a Tenant or Applicant is unable to get utilities connected because of a previous balance owed to the utility company, the Tenant/Applicant will not be permitted to move into a unit with the Tenant paid utilities. This may mean that a current Tenant cannot transfer or that an Applicant cannot be admitted to a unit with Tenant paid utilities.
- Paying the utility bill is the Tenant's obligation under the lease. Failure to pay utilities is grounds for eviction.

T. EXCESS UTILITY PAYMENTS

Tenants in units where VIHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

U. RENTAL CHOICE

The Quality Housing and Work Responsibility Act of 1998 requires VIHA to establish flat rents for each public housing unit.

1. Authority for Family to Select

VIHA shall provide for each Family residing in a public housing unit to elect annually whether the rent paid by such Family shall be: 1) determined based on Family income, or 2) the flat rent. VIHA may not at any time fail to provide both such rent options for any public housing unit owed, assisted or operated by VIHA.

2. Flat Rents

VIHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit which:

- Is based on the rental value of the unit, as determined by VIHA; and
- Is designed so that the rent structure does not create a disincentive for continued residency in public housing by Families who are attempting to become economically self-sufficient through their own efforts.

VIHA shall review the income of Families paying flat rent not less than once every three (3) years.

3. Income Based Rents

The monthly TTP amount for a Family shall be an amount, as verified by VIHA, which does not exceed the greatest of the following amounts:

- 30 percent of the Family's monthly adjusted income;
- 10 percent of the Family's monthly income; or
- VIHA's Minimum TTP of $50

4. Hardship Rent

In the case of a Family that has elected to pay VIHA's flat rent, VIHA shall immediately provide for the Family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the Family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the Family has decreased because of changed circumstances, such as loss of or reduction of employment, death in the Family, and reduction in or loss of income or other assistance;
- An increase, because of changed circumstances, in the Family's expenses for medical costs, childcare, transportation, education, or similar items; or
- Such other situations as may be determined by VIHA.

All hardship situations will be verified.

5. Recertification

120 calendar days in advance of the annual recertification, the Family will be sent a form from VIHA, on which the Family will indicate whether it chooses flat rent or income-based rent. VIHA's form will state what the flat rent would be, and an estimate, based on current information, of what the Family's income-based rent would be.

If the Family indicates it chooses flat rent, the form will be retained in the Tenant file.

If the Family indicates it chooses income-based rent, a recertification appointment will be scheduled according to VIHA policy.

V. <u>VIHA'S FLAT RENT METHODOLOGY</u>

VIHA flat rents are market-based rents. They vary by unit size and type and also by community location. Once each year, at the annual recertification, all Tenants are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of VIHA's housing units.

VIHA has adopted the following flat rents:

BR Size	St. Thomas	St. Croix
0BR	$ 595.00	$480.00
1BR	$ 723.00	$600.00
2BR	$ 806.00	$680.00
3BR	$ 893.00	$760.00
4BR	$ 982.00	$888.00
5BR	$1,080.00	$978.00

CHAPTER 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subpart B, 24 CFR 960.259]

INTRODUCTION

VIHA shall verify the factors of eligibility and TTP. Applicants and Tenants must furnish proof of their statements whenever required by VIHA, and the information they provide must be true and complete. This Chapter explains VIHA's procedures and standards for verification of preferences, income, assets, allowable deductions, Family status, and changes in Family members. VIHA will ensure that proper authorization for release of information is always obtained from the Family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

VIHA will verify information through the following five (5) methods, in the following order:

- **Enterprise Income Verification (EIV) System (Up-front verification)**: The highest level of third-party verification. This method is used to obtain wage information by mail, fax or in person.
- **Third-Party Written**: High level of third-party verification. (Mandatory if up-front income verification data differs by more than $200.00 from Tenant reported information).
- **Third-Party Oral**: Medium level of third-party verification. (Mandatory if written third-party verification is not available). VIHA may use telephone verifications.
- **Review of Documents**: Medium to Low level of third-party verification. VIHA will review documents provided by the Applicant, when relevant, to substantiate the claim of an Applicant or Tenant.
- **Self-Certification by Notarized Statement:** Low level of third-party verification (Used as a last resort). A notarized statement from the Applicant will be accepted when no other form of verification is available.

If third-party verification is not received directly from the source, VIHA will document the file as to why third-party verification was impossible to obtain and another method was used.

For Applicants, verification may not be more than 90 calendar days old at the time of a unit offer. For Tenants, verifications are valid for 90 calendar days from the date of receipt. Verifications may be extended for an additional 30 days with a telephone update.

Regardless of these timeframes, Criminal Background Checks will be useable as a valid verification for no longer than 90 calendar days.

1. Up-Front Income Verification

Up-front income verification is available for wages, welfare benefits, social security benefits and other income sources such as child support. An up-front verification source available to VIHA is:

- **Tenant Assessment Sub-System (TASS)** – TASS matches Social Security and Supplemental Income to HUD's MTCS databases.

- **Internal Revenue Service (IRS) Letter 1722** – the tax account listing show the Applicant/Tenant filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc. Applicants/Tenants may obtain their own listing by calling the IRS at 1-800-829-1040.

2. Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or facsimile. The Family will be required to sign an authorization for the information source to release the specified information.

Family Members required to complete a criminal background check must do so within five (5) business days from the date of receipt of the verification form.

Verifications received electronically, including email or facsimile, directly from the source are considered third-party written verifications.

VIHA does not require third-party verification from the following agencies and will accept verifications delivered by the Family in the form of computerized printouts from the following agencies:

- Social Security Administration
- Supreme or District Court
- Pharmacies for prescription drugs

3. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. If oral third-party verification is not available, VIHA will compare the information to any documents provided by telephone on a VIHA originated call.

4. Review of Documents

In the event that third-party written or oral verification is unavailable, VIHA will utilize documents provided by the Family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the Applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents (s) will complete a written certification and include it in the Family file.

VIHA will accept the following documents from the Family:

- Printed wages stubs;
- Computer print-outs from the employer;
- Signed letters if the information is notarized or confirmed by phone; and
- Other documents noted in this Chapter as acceptable verification.

VIHA will accept faxed documents.

VIHA will not accept copies of birth certificates, driver's licenses, social security cards, and other identification cards.

5. Self-certification

When verification cannot be made by third-party verification or review of documents submitted by the Family, Families will be required to submit a self-certification.

Self-certification means a notarized statement made under penalty of perjury.

B. RELEASE OF INFORMATION

The Family will be required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

A Family's failure or refusal to cooperate with the verification system will result in denial of admission or termination of tenancy.

C. COMPUTER MATCHING

If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the Family, HUD will notify the Family of the discrepancy. The Family is required to disclose this information to VIHA (24 CFR 5.240). HUD's letter to the Family will also notify the Family that HUD has notified VIHA in writing that the Family has been advised to contact VIHA. HUD will send VIHA a list of families who have received "income discrepancy" letters.

Within fourteen (14) calendar days of receiving a notice of an income discrepancy letter from VIHA or HUD, the Family must disclose the original of the letter to VIHA.

When the Family furnishes the copy of the letter to VIHA, VIHA will verify the information. The Family will have thirty (30) calendar days to provide any information required by VIHA necessary to investigate the alleged income discrepancy. Failure to comply with the requirements of this section shall be cause for termination of the lease.

D. ITEMS TO BE VERIFIED

VIHA will verify information required to determine the Family's program compliance. The information to be verified includes, but is not limited to, the following:

- All income not specifically excluded by HUD regulations.
- Zero-income status of household. Zero income Applicants and Tenants will be required to complete a Family expense form at each certification or recertification interview.
- Full-time student status including high school students who are 18 or over.
- Current assets including assets disposed of in the preceding two (2) years.
- Childcare expense where it allows an adult Family member to be employed or to further his/her education.
- Total medical expenses of all Family members in the household whose head of household or spouse is elderly or disabled.
- Disability assistance expenses consisting of only those costs associated with attendant care or auxiliary apparatus, which allows an adult Family member to be employed.
- Legal identity.
- U.S. citizenship/eligible immigrant status.
- Social Security numbers for all Family members six (6) years of age or older.
- Preference status.
- Familial/marital status when needed for determining the head of household or spouse.
- Disability for determination of preferences, allowances or deductions.
- Program compliance.
- Need for a live-in aide.

E. INCOME VERIFICATION

This section defines the methods VIHA will use to verify various types of income. Whenever "in this order" is used in this Chapter, VIHA will request and utilize verifications, if available, in the order specified.

1. Employment Income

VIHA shall verify employment of all Applicants and Tenants to project income for the next twelve (12) months.

Acceptable methods of verification include, in this order:

- Employment verification form completed by the employer or EIV;
- Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings;
- W-2 forms plus income tax return forms; or
- Income tax returns signed by the Family will be used for verifying self-employment income or income from tips and other gratuities.

Applicants and Tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability

Acceptable methods of verification include, in this order:

- Benefit verification form completed by the agency providing the benefits;
- Computer report electronically obtained or in hard copy; or
- Award or benefit notification letters prepared and signed by the providing agency.

3. Unemployment Compensation

Acceptable methods of verification include, in this order:

- Computer report electronically obtained or in hard copy stating payment dates and amounts;
- Verification form completed by the unemployment compensation agency; or
- Payment Stubs.

4. Public Assistance Payments

Acceptable methods of verification include, in this order:

- VIHA verification form completed by the assistance provider; or
- Written statement from assistance provider indicating the amount of grant/payment, start date of grant/payments, and anticipated changes in grant/payment in the next twelve (12) months.

5. Alimony and Child Support Payments

Acceptable methods of verification include, in this order:

- VIHA verification form completed by agency responsible for enforcing payments;
- Copy of a separate maintenance or settlement agreement or a divorce decree stating amount and type of support and payment schedule;
- Copy of latest check and/or payment stubs from the Friend of the Court (VIHA will record the date, amount, and number of the check);

- A notarized letter from the person paying the support; or
- Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

6. Income from a Business

In order to verify the net income from a business, VIHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include, in this order:

- IRS Form 1040, including:
- Schedule C (Small Business)
- Schedule E (Rental Property Income)
- Schedule F (Farm Income)
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
- Audited or un-audited financial statement(s) of the business.
- Family's self-certification/notarized statement as to net income realized from the business during previous years.

7. Child Care Business

If an Applicant/Tenant is operating a licensed day care business, income will be verified as with any other business.

If an Applicant/Tenant is operating a "cash and carry" operation, whether licensed or not, VIHA will require the Applicant/Tenant to complete a form for each customer giving the name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the Family has filed a tax return, the Family will be required to provide it.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

8. Recurring Gifts

The Family must furnish a notarized statement, which contains the following information:

- The person who provides the gift;
- The value of the gift;
- The regularity (dates) of the gift; and
- The purpose of the gift.

9. Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, public assistance, SSI, etc. are not being received by the household.

VIHA will request information from the IRS.

VIHA may check records of other entities that have information about income sources of Applicants/Tenants.

10. Full-Time College Students

Determination of Eligibility

An Applicant must meet income eligibility requirements as established by Section 3(a)(1) and 8(o)(4) of the U.S. Housing Act of 1937 and implementing regulations at 24 CFR 960.,201 and 982.201. The following are required eligibility and verification standards for the admission of Full-Time College Students of Non-Parental/Guardian Households.

- The student must be of legal age or an emancipated minor under the Virgin Islands law.
- The student must be income eligible for admission to the public housing program (24 CFR 960.201)

Verification of Eligibility:

- VIHA will obtain proof of age such as a valid drivers license or identification card issued by a federal, state or local agency, identification issued by a medical insurance company, birth certificate, or other form of identification as determined by VIHA.
- VIHA will verify all sources of reported family income, in accordance with24 CFR 960.259.
- Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.
- VIHA will verify, <u>via independent third-party</u>, all amounts anticipated to be received outside of the Family during the twelve (12) months period following admission and the effective date of the annual Recertification.
- The college student will submit evidence of separate households from his/her parents or legal guardians for a least one-year prior to applying to VIHA for housing. VIHA will review/verify the address information that predates the student's application by a minimum of one (1) year.
- The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their federal tax return. VIHA may request a copy of the college student's 1040EZ, 1040A or 1040 tax returns

for the prior year. The college student must supply any information that VIHA deems necessary to verify eligibility. In all instances, a household must be income eligible and meet any and all eligibility criteria.

a) Adjusted Income

In accordance with the Appropriations Act, the portion of any athletic scholarship assistance available for housing costs *must* be verified by VIHA with the third-party income source and included in the determination of Family adjusted income. Currently, the full amount of financial assistance from federal and state grants and/or loans, academic scholarships, and work study program wages paid directly to the student or the educational institution is not included in the determination of annual or adjusted income (24 CFR 5.609©(6).

b) Denial of Admission

VIHA must deny housing assistance to persons receiving athletic scholarship assistance, but may only do so for those persons receiving an athletic scholarship with a specified amount available for housing costs or one that allows for a portion of the scholarship to be used towards housing costs.

The specified amount or portion of the athletic scholarship available for housing costs must exceed $5,000 annually for VIHA to deny the student admission, unless local circumstances warrant a hight or lower threshold.

Deviations form the standard threshold ($5,000) *must* also be documented in the Tenant's file and will be consistently applied among Applicants and Tenants.

F. ASSET INCOME

Acceptable methods of verification include, in this order:

1. Savings Account Interest Income and Dividends

Will be verified by:

- Account statements, passbooks, certificates of deposit, or VIHA verification forms completed by the financial institution.

- Broker's statements showing value of stocks or bonds and the earnings credited to the Family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

- IRS Form 1099 from the financial institution provided that VIHA must adjust the information to project earnings expected for the next twelve (12) months.

2. Interest Income from Mortgages or Similar Arrangements

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. A copy of the check paid by the buyer to the Family is insufficient unless a breakdown of interest and principal is shown.

- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or Recertification.

3. Net Rental Income from Property Owned by Family

- IRS Form 1040 with Schedule E (Rental Income).

- Copies of the latest rent receipts, leases, or other documentation of rent amounts.

- Documentation of allowable operating expense of the property, tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

- A lessee's written statement verifying rent payments to the Family and the Family's notarized statement as to net income realized.

G. <u>ASSET VERIFICATION</u>

1. Family Assets

VIHA will require the information necessary to determine the current cash value, i.e. the net amount the Family would receive if the asset were converted to cash:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount the Family would receive if it liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from the assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.

- The Family's notarized statement describing assets or cash held at the Family's home or in safe deposit boxes.

2. Assets Disposed of for Less than Fair Market Value (FMV)

For all certifications and Recertifications, VIHA will obtain the Family's certification as to whether any Family member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the certification or Recertification.

If the Family certifies that it has disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the Family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained by VIHA whenever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS

1. Childcare Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, he/she must provide a statement of the amount the Family is being charged.

Verifications must specify the childcare provider's name, address, telephone number, Social Security number, the names of the child(ren) cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods and the Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

2. Medical and Disabled Assistance Expenses

Families who claim medical expenses to assist a person(s) with a disability will be required to submit a certification whether or not any expense payments have been or will be reimbursed by an outside source. All expenses claimed will be verified by one (1) or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of the anticipated medical costs to be incurred by the Family and regular payments due on medical bills and the extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the Family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the Family over the next 12 months. A computer printout will be accepted.

- For attendant care:
    - A reliable, knowledgeable professionals certification that the assistance of an attendant is necessary as a medical expense and a statement of the number of hours the care is needed.

    - Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the Family or agency or copies of canceled checks the Family used to make those payments or stubs from the agency providing the services.

    - Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve (12) months.

    - Copies of payment agreements or the most recent invoice that verifies payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.

    - Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. VIHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

VIHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. Assistance to Persons with Disabilities

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another Family member to be employed.

- The Family's certification as to whether it receives reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

For attendant care:

- The attendant's written certification of the amount received from the Family, frequency of receipt, and the hours of care provided.
- The certification of the Family and attendant and/or copies of canceled checks the Family used to make payments.

For auxiliary apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

1. Legal Identity

VIHA requires Applicants to furnish verification of legal identity for all Family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a Family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of birth or naturalization papers
- Church issued baptismal certificate
- Current, valid driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration card
- Other identification card issued by the state

Documents considered acceptable for the verification of legal identity of minors may be one (1) or more of the following:

- Certificate of birth
- Adoption papers
- Custody agreement
- School records

2. Marital Status

To verify the spouse for income determination purposes:

- Verification of divorce status will be by certified or true copy of the divorce decree signed by a court officer.
- Verification of separation will be by certified or true copy of the separate maintenance decree or other records.
- Verification of marriage status is a marriage certificate.

3. Familial Relationships

Self-certification will normally be considered sufficient verification of Family relationships. In cases where reasonable doubt exists, the Family may be asked to provide verification.

The following verifications will be required if self-certification is insufficient:

Verification of relationship:

- Official identification showing name
- Birth certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered appointment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of an established Family relationship:

- Joint bank accounts or other shared financial transactions
- Leases or other evidence of prior cohabitation
- Credit reports showing relationship

4. Split Households: Domestic Violence

Verification of domestic violence when assessing Applicant split households Includes a statement, on a form prepared by VIHA, signed, under penalty of perjury, by an employee, agent or volunteer of a victim services provider, an attorney or a medical professional from whom the victim has sought assistance in addressing domestic violence or the effects of the abuse, that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence or stalking must also sign the statement and identify the alleged perpetrator of the domestic violence.

5. Permanent Absence of Adult Member

If the Family reports an adult member who was formerly a member of the household is permanently absent, VIHA will consider any of the following as

verification. If a document is illegible or otherwise questionable, more than one of these documents may be required:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separate maintenance proceedings.
- Personal protection/restraining order obtained by one Family member against another.
- Proof of another home address, such as utility bills, cancelled rent checks, driver's license, or lease, is available.
- Statements from other agencies such as social services that the adult Family member is no longer living in the unit.
- If no other proof can be provided, VIHA will accept a notarized statement from the Family.
- If the adult Family member is incarcerated, a document from the court or prison will be obtained stating how long he/she will be incarcerated.

6. Change in Family Composition

VIHA may verify changes in Family composition, either reported or unreported, through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or driving records, and other sources.

7. Disability

Verification of disability must be by receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) or verified by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

8. Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by the Immigration and Naturalization Service (INS). Each Family member must declare his/her status once.

- Citizens or nationals of the United States are required to sign a declaration under penalty of perjury.
- Eligible immigrants who were Tenants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- Non-citizen with eligible immigration status most sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the Family. VIHA verifies the status through the INS SAVE system. If this primary

verification fails to verify status, within ten (10) calendar days VIHA will request that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending Family members signed by the head of household or spouse.

- Non-citizen students or student visas are ineligible Family members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they shall not sign a declaration but will be listed on the statement of non-contending members.

Failure to Provide. If an Applicant or Tenant Family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible Family member. If the entire Family fails to provide and sign as required, the Family may be denied or terminated for failure to provide the required information.

Time of verification. For Applicants, verification of U.S. citizenship/eligible immigrant status will occur at the same time as verification of other factors of eligibility. For Tenant Families, it is done at the first regular recertification after June 19, 1992. For Family members added after other members have been verified, the verification occurs at the first Recertification after the new Family member moves in. Once verification has been completed, it need not be repeated except that, in the case of port-in Families, if the initial PHA does not supply the documents, VIHA must conduct the determination.

Extensions of Time to Provide Documents. VIHA will grant an extension of fourteen (14) calendar days for Families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. Only the following documents are acceptable unless changes are published in the Federal Register:

- Tenant Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Tenant Card (I-688)
- Employment Authorization card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows the individual's entitlement has been verified.

A birth certificate is not acceptable verification of eligible immigration status. All verification documents must be kept five (5) years.

VIHA will verify the eligible immigration status of a Family member at any time such eligibility is in question, without regard to the position of the Family on the waiting list.

9. Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all Family members six (6) and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a Family member cannot produce a Social Security card, only the documents listed below showing his/her Social Security number may be used for verification. The Family is also required to certify, in writing, that the document(s) submitted in lieu of the Social Security card is/are complete and accurate:

- A valid driver's license
- Identification card issued by a Federal, state or local agency
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or pay stubs
- IRS Form 1099
- Benefit award letter from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)
- Verification of benefits or Social Security number from the Social Security Administration

If an Applicant or Tenant is able to disclose the Social Security number but cannot meet the documentation requirements, the Applicant or Tenant must sign a self-certification to that effect. The Applicant/Tenant or Family member will have an additional sixty (60) calendar days to provide proof of the Social Security number. If the documentation is not provided, the Family may be evicted or not admitted.

In the case of an individual at least 62 years of age, VIHA may grant an extension for an additional sixty (60) calendar days for a total of 120 calendar days. If, at the end of this time, the elderly individual has not provided documentation, the Family may be evicted or denied admission.

If the Family member states he/she has not been issued a number, the Family member will be required to sign a self-certification to that effect.

10. Medical Need for larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABLIITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

- Criminal Background Reports
- Prior landlord references
- Physicians, social workers, and other health professionals
- VIHA and other PHAs to whom the Family may owe debt

1. Ability to meet financial obligations under the lease

All Applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- All Applicants will be interviewed and asked questions about the basis elements of tenancy.
- VIHA will obtain a credit report on all Applicants.
- VIHA will determine if Applicants owe any money from previous tenancy or participation in any HUD housing program.
- VIHA will independently verify, with the landlord(s), the rent paying history of all Applicants for the previous three (3) years.

2. Drug-related or criminal activity

VIHA will complete a criminal background check of Applicants including all adult members in the household, and will have each adult household member sign a release of information form for VIHA to obtain this information.

3. Housekeeping

VIHA will obtain references from prior landlords for the previous three (3) years to determine acceptable housekeeping standards.

Applicants will be required to attend a pre-occupancy orientation as a condition of admission.

K. VERIFICATION OF WAITING LIST PREFERENCES

[24 CFR 5.410, 5.415, 5.430]

LOCAL PREFERENCES:

Upward Mobility Preference

For Families with all adult members who can document that they are employed or in-volved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance of Needy Families (TANF). VIHA will require a verification form to be completed by employer. This preference takes precedence over all other preference categories.

Involuntary Displaced Preference

A Family that claims this preference must provide written verification from landlord or service agency such as the Red Cross, Human Services, etc.

Victims of domestic violence:

1) a statement, on a form prepared by VIHA, signed, under penalty of perjury, by an employee, agent or volunteer of a victim services provider, an attorney or a medical professional from whom the victim has sought assistance in addressing domestic violence or the effects of the abuse, that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence must also sign the statement and identify the alleged perpetrator of the domestic violence; or a federal, state, or local police or court record from which VIHA can ascertain the facts and identify the alleged perpetrator. The victim shall provide such certification within 14 business days after VIHA's written request for the certification. VIHA may extend the 14 day deadline for an additional 14 days at its discretion.

2) Verification from a landlord or other source that the abuser still resides at the unit.

Rent Burden Preference

Families claiming this preference will submit verification of total net income and rent payments.

Substandard Preference

Verification from landlord and a home visit by a VIHA staff member.

Elderly Preference

For Applicants whose head of household is at least 62 years of age or older. Verification of age is required.

Disabled Families Preference

For Applicants whose head of household is disabled. Verification of social security benefits, Supplemental Security Income and/or a statement from a doctor.

Veterans Preference

For applicants whose composition consists of a veterans and servicemen. Written verification from the military is required.

CHAPTER 8

TRANSFER POLICY

INTRODUCTION

Transferring Families is a very costly procedure, both to VIHA and to Families. However, VIHA will permit Tenants to transfer within or between housing developments as described in the ACOP. A transfer between developments is not considered a move-out. Transfers will be processed in chronological order within each category.

A. GENERAL STATEMENT

A Family may be eligible to transfer for valid and certifiable reasons. VIHA will always consider a reasonable accommodation transfer request for Families that include a person with a disability.

1. Ranking Order of the Transfer List

The transfer waiting list will be maintained in rank order by:

- **Emergency Transfers:** These transfers are required when conditions pose an immediate threat to the life, health, or safety of a Family or one (1) of its members. Such situations may involve unit or building defects or law enforcement concerns. **These transfers shall take priority over new admissions.**

- **Category 1:** Immediate Transfers. These transfers are necessary to permit a Family that need accessible features to occupy such a unit; to alleviate verified medical problems of a serious (but not life-threatening) nature. To provide housing to Families who are victims of hate crimes or extreme harassment. **These transfers shall take priority over new admissions.**

- **Category 2:** Underhoused Transfers. These transfers are made to correct occupancy standard concerns where the unit size is too small accommodate Family composition. **These transfers will not take priority over new admissions.** They will be processed at the rate of **one (1) transfer to four (4) new admissions.**

- **Category 3:** Overhoused Transfers. These transfers are mad to correct occupancy standard concerns where the unit size is too large for the size and composition of the Family. **These transfers will not take priority over new admissions.** They will be processed at the rate of **one (1) transfer to four (4) new admissions.**

- **Category 4:** Administrative Transfers. These transfers may be made to avoid concentration of the most economically and socially deprived families and to implement designated housing objectives. **These transfers will not take priority over new admissions.**

- **Category 5:** Incentive Transfers. These transfers may be made to assist VIHA in achieving occupancy goals. **These transfers will not take priority over new admissions.**

2. Split Family Transfers

- These transfers may be granted in extreme circumstances to split the family composition as deemed necessary by VIHA. Tenants approved for this transfer must complete the screening process. **This transfer will occur under Emergency or Category 1 Transfers.**

3. Moving Costs
The Tenant will pay for moving costs related to a transfer except when the transfer is due to inhabitability for maintenance rehabilitation which is not caused by the Tenant or is based on VIHA modernization needs.

4. Security Deposits
Security deposits will always be transferred with the Tenant.

5. Extraordinary Maintenance Costs
The transferring Tenant will be billed for any damages in excess of ordinary wear and tear that occurred in his/her unit prior to the transfer.

B. TRANSFER REQUEST PROCEDURE

Tenants desiring a transfer will be required to sign a Request for Transfer form.

The Property Manager will evaluate the request to determine if a transfer is justified based on this ACOP by interviewing the transfer Applicant. If justified, the request along with the Transfer Request Checklist and any other supporting documentation will be forwarded to the Public Housing Management Coordinator (PHMC) for review.

If justified, the PHMC will forward the request to the Leasing Division for further review.

The Leasing Division will make a ruling and a Transfer Determination Form will be sent to the Property Manager who will advise the Tenant as to the result of the transfer request.

If approved, VIHA will add the transfer Applicant's name to the transfer wait list.

C. TRANSFERING BETWEEN DEVELOPMENTS

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the Family on their books at the same time.

The Tenant's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time.

The Tenant will be informed that once the Family has leased up and been issued the keys, the Family will have a five (5) day grace period to complete the move. After the grace period, the Tenant will be charged rent on both units until the keys from the old unit are returned.

D. RENT ADJUSTMENTS OF TRANSFERRED TENANTS

A Tenant will pay the same rent at the new development that he/she paid at the previous development during the month following the transfer. However, an Interim Recertification will be conducted for every transferring Family. VIHA will notify the Tenant of any rent change

E. RECERTIFICATION DATE

The date of the transfer does not change the annual recertification date. The Property Manager of the new development should be certain that the annual review is properly scheduled to give staff time to re-determine rent in order to meet the established recertification date.

F. RELOCATION

VIHA will adhere to the Basic Uniform Relocation Act (49 CFR 24.2(g) when relocating displaced Tenants. The term "displaced person" means any person who moves from the real property, or moves his/her personal property from the real property, permanently, as a direct result of VIHA's action.

Whenever a Tenant is displaced from a VIHA unit, but is offered the opportunity to relocate to a comparable replacement VIHA unit, VIHA may elect to perform the move with its own staff or through private contractors at no cost to the person. In such cases, the Tenant is entitled to a moving expense and dislocation allowance in accordance with federal regulations. If VIHA does not elect to take full responsibility for the move, the Tenant shall have the option to choose either a payment for actual moving and related expenses, or applicable fixed moving expense and dislocation allowance. **(NOTE: This provision covers displacement under the URA and not "general transfers").**

Whenever a Tenant voluntarily relocates in connection with a VIHA designated housing plan, VIHA will provide access to comparable housing, which may include Tenant-based

rental assistance under the Housing Choice Voucher Program, at a rental rate paid by the Tenant that is comparable to that applicable to the unit from which the Tenant has vacated and payment of actual, reasonable moving expenses.

CHAPTER 9

LEASING
[24 CFR 966.4]

INTRODUCTION

All units must be occupied pursuant to a dwelling Lease that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and VIHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the Lease, a VIHA representative will provide a pre-occupancy orientation to the Family head of household and spouse. The orientation may be conducted with more than one Family at a time.

The Family must attend a pre-occupancy orientation before occupying the unit.

ORIENTATION AGENDA

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Orientation to the VIHA Community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Move-in inspection
- Renters' insurance
- Housekeeping standards

B. LEASE REQUIREMENTS

The initial term of the Lease will be for twelve (12) months. The Lease will renew automatically for twelve (12) month terms if the Family has not violated the community service and economic self-sufficiency requirements or failed or refused to recertify.

Because the Lease automatically renews for terms of twelve (12) months, an annual signing process is not required.

The Lease provides for termination and eviction at the end of any twelve (12) month Lease term for non-compliance with the community service and economic self-sufficiency requirements.

C. EXECUTOR OF LEASE

Prior to admission, the Lease shall be executed by the head of household, co-head of household, spouse, and all other adult members of the household, and by an authorized representative of VIHA.

The head of household and co-head of household, if applicable, assumes legal and financial responsibility for the household. Spouses also assume legal and financial responsibility for the household.

An appointment will be scheduled for the parties to execute the Lease. One (1) executed copy of the Lease will be given to the Tenant and VIHA will retain one in the Tenant's file. The Lease is incorporated into this ACOP by reference. The Lease document will reflect current VIHA policies as well as applicable Federal, state and local law.

The following provisions govern Lease execution and amendment:

- A Lease is executed at the time of admission for all new Tenants.
- A new Lease will be executed at the time of the transfer of a Tenant from one VIHA unit to another (with no change in recertification date).
- If, for any reason, any signer of the Lease ceases to be a member of the household, the "add/delete" section of the lease will be used to make amendments and both parties will be required to sign and date the change.
- Lease signers must be persons legally eligible to execute contracts.
- The names and dates of birth of all household members shall be listed on the Lease at initial occupancy and on the application for Continued Occupancy each subsequent year. Only those persons listed on the most recent Lease shall be permitted to occupy a dwelling unit.
- Changes to Tenant rents shall be made upon the preparation and execution of a HUD Form 50058 by VIHA and the Tenant, which becomes an attachment to the Lease. Documentation will be included in the Tenant file to support proper notice.
- Households that include a live-in aide are required to execute a Lease addendum authorizing the arrangement and describing the status of the aide.

- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the Lease and is not entitled to VIHA assistance with the exception of occupancy while serving as the aide for the Family member.

VIHA may modify its form of Lease from time to time after giving Tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A Tenant who refuses to accept permissible and reasonable Lease modifications, or those modifications required by HUD, may be subject to eviction.

D. ADDITIONS TO THE LEASE

A request for the addition of a new member of the household must be approved by VIHA prior to the actual move-in by the proposed new Family member.

Following receipt of a Family's request for approval, VIHA will conduct a pre-admission screening, including a criminal history report, of the proposed new Family member. Only new Family members approved by VIHA will be added to the household.

Household additions are subject to screening when:

- Tenant plans to marry;
- Tenant is awarded custody of a child;
- Tenant desires to add a new Family member to the Lease, employ a live-in aide, or take in a foster child(ren); or
- A unit is occupied by a remaining Family member(s) under age 18 who is not an emancipated minor and an adult who was not a member of the original household and requests permission to take over as the head of household.

Minor children born to a Family member or whom a Family member legally adopts and minor children who are added through a kinship care arrangement are exempt from the pre-screening process.

VIHA will not approve the addition of adult members to the household other marriage.

VIHA will not approve the addition to the household if the addition who has not been born, married, or legally adopted into the Family that will affect the bedroom size required by the Family according to VIHA occupancy standards.

VIHA will not approve adding a Family consisting of more than one (1) member to the Lease. Such Applicants will be encouraged to apply to the waiting list. Tenants who fail to notify VIHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the Lease. Such persons are

considered to be unauthorized occupants by VIHA and the entire household will be subject to eviction [23 CFR 966.4(f)(3)].

Family members age 18 and over who move from the unit to establish new households shall be removed from the Lease. The Tenant must notify VIHA of the move-out within five (5) calendar days of its occurrence. These individuals may not be readmitted to the unit unless they are requested and approved as an addition to the household or apply as a new Applicant for placement on the waiting list.

VIHA will consider medical hardship or other extenuating circumstances in making determinations under this section.

Overnight Visitors

The Family must request VIHA approval prior to the arrival of overnight visitors.

The Tenant may not allow individual visitors to stay overnight more than fourteen (14) calendar days in a twelve (12) month period. No single stay may exceed seven (7) consecutive calendar days in a twelve (12) month period.

The Property Manager may authorize overnight visitors provided the visit does not exceed seven (7) consecutive days or fifteen (15) calendar days in a year.

Tenants with disabilities may request a waiver of this policy as a reasonable accommodation.

Visitors who remain beyond the period of approval, shall be considered trespassers and their presence constitutes a material Lease violation. Unauthorized visitors shall also be considered trespassers and their presence constitutes a material Lease violation.

If an individual other than a Family member is representing to an outside agency that he/she resides in the Tenant's unit, the individual will be considered an unauthorized member of the household.

Roomers and Lodgers

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any Family occupying a dwelling unit. Receipt of mail at a VIHA dwelling unit by someone other than a Family member shall be an indication of the existence of a roomer or a lodger.

Tenants are not permitted to allow a former Tenant of VIHA who has been evicted to occupy the unit for any period of time.

Tenant Absence from Unit

Tenants must advise VIHA when they will be absent from the unit for more than fourteen (14) calendar days and provide a means for VIHA to contact the Tenant in the event of an emergency. Failure to so advise VIHA is grounds for termination of the Lease.

E. LEASING ACCESSIBLE UNITS [24 CFR 8.27 (a)(1)(2) and (b)]

Before offering a vacant, accessible unit to a non-disabled Applicant, VIHA will offer such units to a current Tenant of another unit in the same development or other VIHA development who has a disability that requires an accessible unit. VIHA will then offer the unit to an eligible qualified Applicant on the waiting list with a disability that requires an accessible unit.

VIHA will require a non-disabled Applicant to agree to move to an available non-accessible unit within thirty (30) calendar days when either a current Tenant or an Applicant needs the features of the accessible unit and there is another unit available for the Applicant. This requirement will be a provision of the Lease agreement. Such moves will be at the expense of VIHA.

F. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during residency is a Lease violation and grounds for eviction.

Non-payment of excess utility charge payments to VIHA is a violation of the Lease and is grounds for eviction.

G. SECURITY DEPOSITS

1. Security Deposit

New Tenants must pay a security and key deposit to VIHA at the time of admission. The amount of the security, key and/or pet deposit required is specified in the Lease. The amount of the security deposit for all Tenants shall be $200.00. VIHA will accept partial payments of $50.00 beginning with the initial rent payment upon signing of the Lease and three (3) additional payments of $50.00 on the first of each month for the next three (3) months until payment is made in full.

VIHA will hold the security deposit for the period the Tenant occupies the unit.

Upon termination of tenancy, VIHA will refund the security deposit less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal weal and tear; and
- Other charges under the Lease.

2. Key Deposit
The amount of the key deposit is $5.00.

VIHA will refund the key deposit less replacement of lost or stolen keys or keys installed without VIHA's written authorization. VIHA will return the key deposit to the Tenant, the former Tenant or to the person designated by the former Tenant in the event of the former Tenant's incapacitation or death.

3. Pet Deposit
The amount of the pet deposit is $100.00. The pet deposit may be paid over time in accordance with VIHA's Pet Policy.

VIHA will refund the pet deposit to the Tenant, less any damage caused by the pet to VIHA property, upon removal of the pet or the Tenant from the unit. VIHA will return the pet deposit to the Tenant, the former Tenant or to the person designated by the former Tenant in the event of the former Tenant's incapacitation or death.

4. Security, Key and Pet Deposits
VIHA will provide the Tenant or the former Tenant or his/her designee with a written list of any charges against the security, key and/or pet deposit. If the Tenant disagrees with the amount charged to the security deposit, VIHA will schedule a meeting to discuss the charges.

The Tenant must leave the unit in a clean and undamaged condition, and must furnish a forwarding address to VIHA. All keys to the unit must be returned to the Property Manager upon vacating the unit.

The Authority agrees to return the Security Deposit if any, to Tenant or original payee when she/he vacates, less any deductions for any costs so long as Tenant furnishes VIHA with a forwarding address. If any deductions are made, VIHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security, Key or Pet Deposit.

If within four (4) days of moving, Tenant does not give VIHA written notification of a forwarding address where Tenant can be reached and receive mail, VIHA does not have to send an itemized list of damages and notice of penalties associated with the failure to provide a forwarding address.

The Security, Key and/or Pet Deposit will be held in VIHA's general account for a period not exceeding five (5) years if VIHA is unable to contact former Tenant. The former Tenant will not be able to claim the Deposit after the five (5) year period has ended.

VIHA will not use the security deposit for payment of rent or other charges while the Tenant is living in the unit.

If the Tenant transfers to another unit, VIHA will transfer the security deposit, key deposit and pet deposit to the new unit. The Tenant will be billed for any maintenance or other charges.

H. RENT PAYMENTS

The Tenant's rent is due and payable at a VIHA designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

I. FEES AND NON-PAYMENT PENALTIES

If the Tenant fails to make payment by the 10th day of the month, a late fee of $25 will be assessed.

If the Tenant fails to make payment by the 10th day of the month, a Notice to Quit will be issued to the Tenant with a 14 day notice period, demanding payment in full or the surrender of the premises.

A charge of $25 will be assessed against the Tenant for checks returned for insufficient funds (NSF) or checks written on a closed account. VIHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

Any payment received will be applied first to the oldest outstanding non-rental charges in the Tenant's account.

J. SCHEDULE OF TENANT CHARGES

A Schedule of Tenant Charges for services, repairs, utilities and violation of rules and regulations which are incorporated into the Lease by reference shall be publicly posted in a conspicuous manner in VIHA's central office and in the office of each development. Copies of the schedule will be provided to Applicants and Tenants upon request.

K. MODIFICATIONS TO THE LEASE, SCHEDULE OF CHARGES AND ACOP

The Lease, Schedule of Maintenance Charges and ACOP are subject to modification or revision. Tenants will be provided at least thirty (30) calendar days written notice of the reason(s) for any proposed modifications or revisions and will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of the notice of proposed modifications or revisions shall be posted in the central office and in at least two (2) conspicuous places within each structure or building in which Tenants affected by the modifications or revisions are located and either:

- Hand delivered to the Tenant at the unit:
- Hand delivered to an adult Family member at the unit; or
- Mailed by first class mail to the Tenant.

Any modifications of the Lease must be accomplished by a written addendum to the Lease and signed by the Tenant and a VIHA representative.

L. CANCELLATION OF THE LEASE

Cancellation of the Tenant's Lease shall be in accordance with the provisions contained in the Lease and as stated in the ACOP.

M. INSPECTIONS OF UNITS

1. Initial Inspections

VIHA and the Family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by VIHA and the Tenant, will be kept in the Tenant's file. Any adult member may sign the inspection form on behalf of the head of household.

2. Vacate Inspections

VIHA will perform a move-out inspection when the Family vacates the unit and will encourage the Family to participate in the move-out inspection. VIHA will determine if there are Tenant caused damages to the unit. Tenant caused damages may affect part or all of the Family's security deposit.

3. Annual Inspections

VIHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS) and for housekeeping.

Tenants who "fail" the inspection due to housekeeping or Tenant caused damages will be given fourteen (14) calendar days to correct noted items. Another inspection will be conducted within five (5) calendar days.

If necessary to bring the unit into UPCS compliance, repairs will be completed by VIHA.

Tenants will be issued a copy of the inspection report with required corrections. The inspection report will indicate whether required corrections are to be charged to the Tenant or covered by VIHA. Damages beyond "normal wear and tear" will be billed to the Tenant.

All inspections will include a check of all smoke alarms to ensure proper working order. Tenants will be required to pay for any damages to smoke alarms if the inspection indicates Tenant damage to the smoke alarm.

Tenants who repeatedly fail housekeeping inspection(s) or cause excessive damage to the unit are in violation of the Lease and may be subject to eviction.

4. **Special Inspections**
   VIHA may schedule a special inspection for housekeeping, unit condition, or suspected Lease violation.

5. **Other Inspections**
   VIHA will periodically conduct windshield and/or walk-through inspections to determine whether there may be Lease violations, adverse conditions or local code violations.

6. **Emergency Inspections**
   VIHA may initiate an emergency inspection.

7. **Emergency Repairs**
   Health and safety items are exigent in nature and will be responded to within 24 hours.

8. **Entry of Premises by VIHA**
   - VIHA will give prior written notice for non-emergency inspections. Entry for non-emergency inspections will be made during reasonable hours of the day.

   - VIHA will provide the Family with 48 hours notice prior to entering the unit for non-emergency reasons such as tenant requested repairs, routine inspections, preventative and planned maintenance, or pest control services.

   - An adult Family member may be present in the unit during the inspection and be required to show identification.

- If no person is at home, the inspector and a VIHA staff member will enter the unit and conduct the inspection and will leave a written notice to the Tenant explaining the reason the unit was entered and the date and time.

- Whenever a VIHA staff member or representative enters a unit and no one is in the unit, a sign indicating their presence in the unit shall be prominently displayed on the front door of the unit.

9. Non-Inspection Emergency Entry

VIHA staff will allow access to the unit to proper authorities when issues of health or safety of the Tenant or others are concerned. If no one is in the unit, the person(s) who enters the unit will leave a written notice to the Tenant explaining the reason the unit was entered and the date and time.

10. Family Responsibility to Allow Inspection

Tenants must allow VIHA to inspect the unit at reasonable times with 48 hours written notice.

The Tenant shall be notified of the inspection appointment by mail, personal deliver in writing, to an adult member of Tenant's household residing in the Leased Premises or placed under Tenant's door.

If the Tenant refuses to allow the inspection, the Tenant will be in violation of the Lease.

11. Housekeeping Violations

Tenants who "fail" an inspection due to housekeeping will be issued a Notice of Housekeeping Violation and a re-inspection will be conducted within 20 calendar days by VIHA. The Family's failure to pass the re-inspection, is a violation of the Lease.

12. Tenant Damages and Smoke Detectors

Repeated failed inspections or damages to the unit beyond normal wear and tear are Lease violations.

A Notice of Lease Violation will be issued to Tenants who purposely and for convenience disengage the smoke detector(s) in the unit.

N. SCHEDULE OF MAINTENANCE CHARGES

The following is a list of Tenant Charges:

► **PLUMBING**

Lavatory, replace	$ 125.00
Lavatory Faucet, replace	40.00
Lavatory unclog	10.00
Sewer Lateral, replace	25.00
Sink, replace	50.00
Sink Faucet, replace	40.00
Sink Basket, replace	4.00
Water Closet, replace	200.00
Toilet Tank, replace	50.00
Toilet Bowl, replace	150.00
Toilet Seat, replace	25.00
Toilet Tank Handle, replace	15.00
Toilet Tank Cover, replace	25.00
Toilet Bowl, unclog	25.00
Bath Tub, replace	350.00
Bath Tub, unclog	25.00
Valve (Angle Stop), replace	10.00
Water Heater, replace	150.00

► **ELECTRICAL**

Bathroom Fixture, replace	25.00
Bathroom Fixture Globe (Shade)	15.00
Ceiling/Wall Light Fixture, replace	45.00
Ceiling/Wall Light Fixture (Shade)	15.00
Duplex Receptacle, replace	20.00
Switch, replace	20.00
Smoke Detector, replace	50.00

► **LOCKS**

Deadbolts, replace	65.00
Entrance Lock, replace	65.00
Privacy Lock, replace	35.00
Keys, replace	10.00
Glass Door Lock, replace	30.00

► **DOORS**

Exterior Door, replace	85.00
Interior Door, replace	40.00
Glass Door, replace	350.00
Closet Door, re-hang	25.00
Closet Door, replace	40.00
Door Jamb, repair	25.00
Door Jamb, replace	35.00
Door Hinges, replace	25.00

► **WINDOWS/SCREENS**

Screen Door, replace	50.00
Screen Door, repair	30.00
Window Screens, replace	15.00
Louver Blades (Aluminum), replace	30.00
Window Operators, replace	15.00
Window Pane (Glass), replace	30.00

► **CABINETS**

Kitchen Cabinet Door, replace	25.00
Kitchen Cabinet Door, repair	15.00
Kitchen Cabinet Drawer, replace	20.00
Kitchen Cabinet Drawer, repair	15.00
Kitchen Counter Top, replace	250.00
Kitchen Counter Top, repair	75.00
Kitchen Cabinet Shelf, replace	50.00
Bathroom Vanity Door, replace	25.00
Bathroom Vanity Door, repair	15.00
Bathroom Vanity Top, replace	125.00
Bathroom Vanity Top, repair	75.00
Medicine Cabinet Mirror, replace	40.00
Medicine Cabinet, replace	50.00

► **MISCELLANEOUS**

Clean Apartment (After Vacant)	100.00
Soap Dish, replace	15.00
Toilet Tissue Holder, replace	15.00
Towel Bar, replace	15.00
Toothbrush Holder, replace	15.00
Fire Extinguisher, replace	40.00
Fumigate Apartment	75.00
Exterminate Apartment	75.00
Mop/Clean Flooded Apartment	25.00/room
Drywall repair	10.00/SF

► **EMERGENCY CALLS**

There is no charge for emergency calls that are not of Tenant negligence. If Tenant negligence is determined, the designated fee for the emergency will apply.

► **LOCK OUTS**

During VIHA's Office Working Hours

- First Time $10.00
- Second Time and thereafter $25.00

After VIHA's Office Working Hours

- First Time $20.00
- Second Time and thereafter $35.00

There is no charge for normal wear and tear, such as replacing washers, stems, faucets, tank mechanism.

All prices are subject to change.

CHAPTER 10

RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

VIHA shall, at lest annually, offer all Families the choice of paying income-based rent or flat rent. Families that choose to pay flat rent are required to complete a recertification of income, deductions and allowances at least once every three (3) years. See **Chapter 6, Determination of Total Tenant Payment,** for more information about flat rent methodology.

To determine the amount of income-based rent, it is necessary for VIHA to perform a recertification of the Family's income. At the annual recertification, Families that choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual re-certifications, Families shall report all changes in income and household composition. This Chapter defines VIHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for Families and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Tenants who meet the following criteria will be eligible for continued occupancy:

- The head of household and co-head of household, if applicable, spouse, and Family members 18 years and older pass a criminal background screening;
- Qualify as a Family as defined in this ACOP;
- Are in full compliance with the obligations and responsibilities described in the Lease;
- Family members, age six (6) and older, have submitted their Social Security numbers or have self-certifications on file that they do not have a Social Security number;
- Family members have submitted required citizenship/eligible immigration status/non-contending documents;

- Family members who are not elderly, persons with a disability, already working or who are otherwise exempt are in compliance with VIHA's eight (8) hours per month of community and self-sufficiency service requirements.

B. ANNUAL RECERTIFICATION

The terms annual recertification and annual reexamination are synonymous.

VIHA will recertify the income and household composition of all Families at least once annually.

In order to be recertified, Families are required to provide current and accurate information on income, assets, allowances and deductions, and Family composition.

Families that choose flat rent will be recertified every three (3) years. For Families that move in on the first of the month, the annual recertifications will be completed within twelve (12) months of the anniversary of the move-in date. Example: If a Family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.

When Families move to another unit, the annual recertification date will not change.

1. Recertification Notice to the Family

A Family will be notified by first class mail of its obligation to recertify. The notification shall be sent at least 120 calendar days in advance of the anniversary date. The notice will indicate the information to be provided and/or completed at the recertification. If requested as an accommodation by a person with a disability, VIHA will provide the notice in an accessible format. VIHA will also mail the notice to a third-party, if requested as a reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain the Family's choice of income-based or flat rent with an estimate of what the income-based rent would be and a statement of what the flat rent would be. The Family will indicate whether the Family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to VIHA.

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

2. Scheduling

If the Family chooses income-based rent, or if the Family has paid the flat rent for three(3) years, VIHA will schedule the specific date and time of appointments in the written notification to the Family and notify the Family of its obligation to re-certify.

3. Persons with Disabilities

Persons with disabilities, who are unable to come to VIHA's office, will be granted a reasonable accommodation of conducting the interview at the Tenant's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

4. Collection of Information

The Family is required to complete a Personal Declaration form prior to all annual and interim recertification interviews. VIHA will mail the form and other required documents to the Family along with notification of the annual recertification.

5. Requirements to Attend

The head of household and co-head of household if applicable, and spouse and all adult Family members are required to attend the re-certification interview and sign the application for continued occupancy.

If the head of household and co-head of household, if applicable, is unable to attend the interview, the spouse or co-head of household may re-certify for the Family, provided that the head of household comes in within three (3) days to re-certify and execute the recertification documents.

6. Failure to Respond to notification to Recertify

The written notification will explain which Family members are required to attend the recertification interview. The Family may call to request another appointment date up to 24 hours prior to the interview.

If the Family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with VIHA, VIHA will reschedule a second appointment.

If the Family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, VIHA may terminate the Family's Lease.

VIHA may make exceptions to these policies if the Family is able to document an emergency situation that prevented it from canceling or attending the appointment.

7. Verification of Information

All information that affects the Family's continued eligibility and the Family's TTP will be verified in accordance with the verification procedures and guidelines described in this ACOP. Verifications used for re-certification must be less than 120 calendar days old from the date of receipt. All verifications will be placed in the file which has been established for the Family.

When the information has been verified, it will be analyzed to determine:

- Continued eligibility of the Tenant as a Family or as the remaining member of a Family;
- Unit size required by the Family; and
- Amount of rent the Family should pay.

C. REPORTING INTERIM CHANGES

Families must timely report all changes in income and household composition to VIHA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The Family must obtain VIHA approval prior to all additions to the household except those noted in the preceding sentence.

When there is a change in head of household or a new adult Family member is added, VIHA will complete an application for continued occupancy and recertify, using the same procedures VIHA uses for an annual recertification, except for the effective dates of changes. The annual recertification date will not change as a result of the addition of a member to the Lease.

The citizenship/eligible immigrant status of additional Family members must be declared and verified prior to VIHA's approval of the Family member being added to the Lease.

1. Interim Recertification Policy

Interim recertifications will be performed at any time VIHA deems necessary, for example, to account for seasonal or irregular income.

2. Increases in Income to Be Reported

Families paying flat rent are not required to report any increases in income or assets between recertifications.

Families must report increases in income and assets of all adult Family members to VIHA in writing within fourteen (14) calendar days of the occurrence.

3. Increases in Income and Rent Adjustments

VIHA will process rent adjustments for all increases in income, which are reported between regularly scheduled annual recertifications.

Rent increases, except those due to misrepresentation, require thirty (30) days notice to the Tenant.

4. Decreases in Income and Rent Adjustments

Tenants may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the TTP.

Rent adjustments will only be processed if VIHA confirms the decrease in income will last more then thirty (30) calendar days.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

VIHA will not reduce the rent for Families whose welfare assistance is reduced due to a "specified welfare benefit reduction", which is a reduction in welfare benefits due to:

- Fraud by a Family member in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A "specified welfare benefit reduction" does not include a reduction to welfare benefits due to:

- The expiration of a lifetime time limit on receiving benefits;
- A situation where the Family has complied with welfare program requirements but cannot or has not obtained employment, such as when the Family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a Family can receive benefits, causes the Family to lose their welfare benefits; or
- Noncompliance with other welfare agency requirements.

Definition of Covered Family:

A Family that received benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a Family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income":

The amount of Annual Income, not actually received by a Family, as a result of a specified welfare benefit reduction, that is included in the Family's income for purposes of determining rent.

The amount of imputed welfare income Is determined by VIHA, based on written information supplied to VIHA by the State or public welfare agency, including:

- The amount of the benefit reduction;

- The term of the benefit reduction;
- The reason for the reduction; and
- Subsequent changes in the term or amount of the benefit reduction.

Imputed welfare income will be included at annual and interim recertifications during the term of the reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a Family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the Family was not a Tenant of public housing when the welfare sanction began, imputed welfare income will not be included in Annual Income.

Verification before Denying a Request to Reduce Rent

VIHA will obtain written verification from the State or public welfare agency stating that the Family's benefits have been reduced for fraud or noncompliance before denying the Family's request for a rent reduction.

E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

VIHA requires that Families report interim changes to VIHA within fourteen (14) calendar days of when the change occurs. Any information, document or signature needed from the Family, which is requested to verify the change, must be provided within five (5) calendar days of the date of VIHA's request.

An exception will be made to Tenants receiving public assistance from a State or public agency program who obtains employment. If such cases, Families will have to report within fourteen (14) calendar days of receipt of the Notice of Action from a State or public agency program that shows the full adjustment of employment income.

If change is not reported within the required time period, or if the Family fails to provide signatures, certifications or documentation in the time period requested by VIHA, it will be considered untimely reporting.

1. Changes in the Tenant's Rent

If there is any change in rent, including a change in the Family's choice in rent, a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

2. Tenant Rent Increases

If Tenant's rent increases, a thirty (30) calendar day notice will be mailed to the Family at least thirty (30) days prior to the anniversary date.

If less than thirty (30) days are remaining before the anniversary date or the anniversary date has past, the Tenant's rent increase will be effective on the first of the second month following issuance of the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the Family, or if the Family causes a delay in the recertification process, there will be a retroactive increase in rent to the anniversary date.

3. Tenant Rent Decreases

If Tenant rent decreases, it will be effective on the anniversary date.

If the Family causes a delay so that the processing of the recertification is not complete by the anniversary date, the rent change will be effective on the first day of the month following completion of the recertification processing by VIHA.

If a Family's circumstances change that would result in a rent decrease and the changes occurred within a month prior to the recertification appointment but the Family did not timely report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

4. Procedures When the Tenant Does Not Timely Report a Change

If the Family does not timely report the change, the Family will have caused an unreasonable delay in the interim recertification process and an increase in the Tenant's rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The Family will be liable for any underpaid rent and may be asked to sign a Repayment Agreement with VIHA (See Chapter 12, Family Debts).

5. Procedures When the Change is not Timely Processed by VIHA

"Processed in a timely manner" means that the change goes into effect on the date it should when the Family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by VIHA in a timely manner.

Therefore, an increase will be effective after the required thirty (30) calendar days notice prior to the first of the month after completion of processing by VIHA.

If the change resulted in a decrease, the overpayment by the Family will be calculated retroactively to the date it should have been effective and the Family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the Family residing in the unit must be approved by VIHA. The Family must inform VIHA and request approval of additional Family members other than additions due to birth, adoption, marriage, or court-awarded custody before the new Family member occupies the unit.

VIHA will not approve the addition of Family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in Family composition must be reported, in writing, within fourteen (14) calendar days of the occurrence.

If an adult Family member is declared permanently absent by the head of household, the notice must contain a self-certification by the head of household, co-head of household or spouse that the Family member, who may be the head of household, is permanently absent.

The head of household must provide a statement that the head of household, co-head of household or spouse will notify VIHA if the removed Family member returns to the household for a period longer than the visitor period allowed in the Lease.

1. Increase in Family Size

VIHA will consider a unit transfer, if needed under the occupancy guidelines, for additions to the Family in the following cases:

- Addition by marriage or a marital-type relationship;
- Addition of a minor who is a member of the nuclear Family who had been living elsewhere;
- Addition of any relative of the head of household, co-head of household or Spouse; or
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption or court-awarded custody requires a larger size unit due to overcrowding, the change in unit size shall be made effective in accordance with VIHA's transfer policy.

2. Definition of Temporarily/Permanently Absent

VIHA must compute all applicable income of every Family member who is on the Lease, including those who are temporarily absent.

Income of Family members who are permanently absent from the household will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances, except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay, as HUD may define, is counted as income.

It is the responsibility of the head of household to report changes in Family composition. VIHA will evaluate absences from the unit in accordance with this ACOP.

A Family member who is incarcerated for more than ninety (90) calendar days, who is deceased, who is divorced and moved out and who has a separate maintenance decree and who has moved out is "permanently absent" from the household.

3. Absence of Entire Family

These provisions address situations where the Family is absent from the unit but has not moved out of the unit. In cases where the Family has moved out of the unit, VIHA will terminate the Lease in accordance with the appropriate Lease termination procedures contained in this ACOP.

In accordance with the Lease, Families are required to notify VIHA before they move out of a unit and to give VIHA information about specified Family absence from the unit.

Families must notify VIHA if they are going to be absent from the unit for more than fourteen (14) calendar days. A person with a disability may request an extension of time as a reasonable accommodation.

"Absence" means that no Family member is residing in the unit.

In order to determine if the Family is absent from the unit, VIHA may:

- Conduct a home visit;
- Write letters to the Family at the unit;
- Post letters on the exterior door;
- Telephone the Family at the unit;
- Interview neighbors;
- Verify if utilities are in service;
- Check with the Post Office for a forwarding address; or
- Contact the Tenant's emergency contact.

If the entire Family is absent from the unit, for more than seven (7) calendar days beyond the fourteen (14) calendar days approved by VIHA, the unit will be considered to be vacant and VIHA will terminate the Lease.

As a reasonable accommodation for a person with a disability, VIHA may approve an extension. During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of the Lease was due to a Tenant's disability, and VIHA can verify that the Tenant was unable to notify VIHA in accordance with the Lease provisions regarding the absence, and if a suitable unit is available, VIHA may reinstate the Family as a reasonable accommodation, if requested by the Family.

4. Absence of Any Member

Any member of the household will be considered permanently absent if he/she is away from the unit for twelve (12) consecutive months except as otherwise provided in this Chapter.

5. Absence due to Medical Reasons

If any Family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, VIHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If their verification indicates that the Family member will be permanently confined to a nursing home, the Family member will be considered permanently absent. If the verification indicates that the Family member will return in less than twelve (12) consecutive months, the Family member will not be considered permanently absent, as long as rent and other charges remain current.

If the Family member who is determined to be permanently absent is the sole member of the Family, the Lease will be terminated.

6. Absence due to Incarceration

If the sole Family member is incarcerated for more than ninety (90) calendar days, he/she will be considered permanently absent. Any member of the Family, other than the sole Family member, will be considered permanently absent if he/she is incarcerated for 180 calendar days. The rent and other charges must remain current during this period.

If the incarceration is for drug-related or criminal activity which would threaten the health, safety, and right to peaceful enjoyment of other Tenants, these provisions shall not apply and the Family member will be considered permanently absent.

7. Foster Care and Absences of Children

If the Family includes a child or children temporarily absent from the home due to placement in foster care or as a result of an absence caused by an order of an

appropriate court, VIHA will determine from the appropriate agency and/or court when the child/children will be returned to the home.

If the time period is to be greater then twelve (12) months from the date of removal of the child(ren), the Family may be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with VIHA's occupancy guidelines.

8. Absence of Adult

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the unit to care for the child(ren) for an indefinite period, VIHA will treat that adult as a visitor for the first fourteen (14) calendar days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under VIHA's Tenant suitability criteria, the Lease will be transferred to the caretaker. If the court has not awarded custody or legal guardianship, but the action is in process, VIHA will secure verification from social services staff or the attorney as to the status. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

VIHA will transfer the Lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant suitability criteria and has been in the unit for more than ninety (90) calendar days and it is reasonable to expect that custody will be granted.

When VIHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker shall be counted pending a final disposition.

If a Family member is subject to a court order that restricts him/her from the home for more than ninety (90) calendar days, the Family member will be considered permanently absent.

If an adult child goes into the military and leaves the household, he/she will be considered permanently absent.

Full-time students who attend school away from the home will be treated in the following manner:

> A student, other than head of household, co-head of household or spouse, who attends school away from home but lives with the Family during school recesses may, at the Family's choice, be considered either temporarily or permanently absent. If the Family decides that the student is permanently absent, the student's income will not be included in total household income, the student will not be included on the Lease, and the student will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for the student will be counted.

9. Visitors

Any adult not included on the HUD 50058 who has been in the unit a total of fourteen (14) cumulative calendar days in the year will be considered to be living in the unit as an unauthorized household member, i.e., a boarder.

Post Office records, vehicle and driver's license verification, credit reports, law enforcement records, and statements from neighbors and/or VIHA staff will be considered in making the determination whether a person is an unauthorized household member. Use of the unit address as the person's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the Family. In the absence of such proof, the person will be considered an unauthorized member of the Family and VIHA will terminate the Family's Lease since prior approval was not requested for an addition to the household.

Minors and college students who were part of the Family but who now live away from home during the school year and are not considered Family members of the household may visit for up to sixty (60) calendar days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than thirty (30) calendar days per year, the minor will be considered to be an eligible visitor and not a Family member. If both parents reside in public housing, only one parent will be able to claim the child for deductions and for application of the occupancy standards.

G. REMAINING MEMBER OF TENANT FAMILY – RETENTION OF UNIT

To be considered the remaining member of a Tenant Family, the person must have been previously approved by VIHA to be living in the unit.

A live-in aide, by definition, is not a member of the Family and will not be considered a remaining member of the Family.

In order for a minor child to continue to be considered a remaining Family member he/she must meet one or more of the following:

- The minor is an emancipated minor;
- The minor is legally married; or

- VIHA verifies that social services and/or an appropriate court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in Family size may require a transfer to an appropriate unit size per the occupancy standards.

H. CHANGES IN UNIT SIZE

VIHA shall grant exceptions from the occupancy standards if the Family requests and VIHA determine the exceptions are justified.

VIHA will not assign a larger bedroom size due to additions of Family members other than by birth, adoption, marriage or court-awarded custody.

VIHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a Tenant Family requires another unit size, the Family's move depends upon the availability of a suitable size and type of unit. The Family will be placed on the transfer list.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "Mixed" Families are Families that include at least one (1) citizen or eligible immigrant and any number of ineligible members.

"Mixed" Families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household, co-head of household or spouse is a U.S. citizen or has eligible immigrant status; and

- The Family does not include any eligible immigrants other than the head of household, co-head of household or spouse, or parents or children of the head, co-head of household or spouse.

Mixed Families who qualify for continued assistance after November 29, 1996 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the Family to be ineligible for continued assistance may move, or the Family may choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination").

VIHA may no longer offer temporary deferral of termination (See Chapter 11, “Lease Terminations”).

CHAPTER 11

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

VIHA may terminate tenancy for a Family because of the Family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)] and the terms of the Lease. This Chapter describes VIHA's policies for notification of Lease termination.

A. TERMINATION BY TENANT

The Tenant may terminate the Lease by providing VIHA with a written thirty (30) calendar days advance notice as defined in the Lease.

B. TERMINATION BY VIHA

Termination of tenancy will be in accordance with VIHA's Lease.

General

Tenant, household members and guests or others whom the Tenant controls, must comply with VIHA rules. Tenant is responsible for all acts committed by household members, guests or others whom the Tenant controls and for requiring compliance with the following:

1) Not to provide housing accommodations for boarders or lodgers, i.e., those who are not members of Tenant's household.

2) Not to assign the Lease, sublease or abandon the Premises.

3) To use the Premises solely as a private dwelling for the Tenant and the Tenant's household, as identified in this Lease, and not to permit its use for any other purpose.

4) To ask for consent of VIHA before engaging in any profit making activities on the Premises and to comply with VIHA's incidental profit making activities policy.

5) To comply with all obligations imposed upon Tenant by applicable provisions of building and housing codes.

6) To keep the Premises and other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition.

7) Not to alter, repair or redecorate the interior of the Premises or install additional equipment or major appliances without the prior, written consent of VIHA.

8) Not to change locks, install new locks or anti-theft devices without VIHA's written consent. If permission is granted to change the locks, install new locks or anti-theft devices, Tenant must provide VIHA with a key within ten (10) days otherwise VIHA will re-key the lock and charge the Tenant. Also, if VIHA does not timely receive a key from the Tenant and VIHA must enter the Premises on an emergency basis, VIHA will charge the Tenant for damages or expenses incurred.

9) To dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.

10) To obtain and maintain utility service to the Premises, if utilities are not provided by VIHA, and to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances including elevators.

11) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the Premises or the development.

12) To comply with VIHA's Pet Policy if Tenant desires to keep, maintain, harbor, or board a pet of any nature on the Premises. Tenant must obtain written permission from VIHA prior to having a pet and must maintain each pet responsibly and in accordance with applicable state and local public health, animal control and anti-cruelty laws and regulations.

13) To notify VIHA promptly of unsafe conditions and/or the need for repairs of the Premises, common areas or grounds;

14) To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the Premises or to the development, including damages to buildings, facilities or common areas, caused by Tenant, a member of Tenant's household or guest.

15) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and which will be conducive to maintaining the development in a decent, safe and sanitary condition. A disturbance includes, without limitation, playing loud music.

16) Not to allow banned persons to visit the Premises.

17) Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of VIHA management or staff or an authorized VIHA agent.

18) Not to allow litter to remain outside the Tenant's premises in violation of the outdoor Trash and Litter Policy.

19) To comply with VIHA's Pest Control Policy.

20) To accept VIHA's offer of a Lease revision after a thirty (30) day notice to the Tenant of the offer of the revised Lease.

21) To assure that no Tenant, household member or guest engages in:
   (a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the development; or
   (b) Any drug-related criminal activity on or off the premises;

22) To assure that no member of the Tenant's household:
   (a) Engages in an abuse of or pattern of illegal use of drugs or a pattern of alcohol abuse that affects the health, safety, or right to peaceful enjoyment of the premises by other Tenants or VIHA employees;
   (b) Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
   (c) Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole Imposed under Federal and state law.

23) Not to have repeated chronic late payment of rent defined as late payment three (3) times within a twelve (12) month period.

24) To comply with the non-citizen Rule requirements.

25) To abide by necessary and reasonable rules made by VIHA.

26) To pay all allowable court costs and attorney fees associated with VIHA's enforcement of this Lease.

27) Not to allow banned persons to visit the Premises.

28) Not to engage in the following:
   a) Littering;
   b) Burning refuse;
   c) Setting bulk items out early.
   d) Mixing commercial storage containers; or
   e) Using unapproved storage containers; or

29) To pay citations issued by VIHA for failure to comply with VIHA policies and/or issued by local law enforcement authorities for failure to comply with local code requirements.

30) To advise VIHA when Tenant will be absent from the unit for fourteen (14) calendar days or more.

31) Not to fail housekeeping inspections more than three (3) times in a three (3) month period.

32) Not to leave abandoned vehicles on the premises for more than 48 hours.

33) Not to perform mechanical repairs, to include changing of oil, to vehicles parked on VIHA property.

C. VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING

An incident or incidents of domestic violence, dating violence or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified Applicant.

However, VIHA may request certification from a victim that the incident or incidents in question are bona fide incidents of domestic violence, dating violence or stalking. The certification shall be a written statement, prepared and signed, under the penalty of perjury, by an employee, agent or volunteer of a victim services 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, that the incident or incidents in question are bona fide incidents of abuse. The victim of domestic violence, dating violence or stalking must also sign the statement and identify the alleged perpetrator of the domestic violence, dating violence or stalking. Alternatively, the victim may submit a federal, state, or local police or court record from which VIHA can ascertain the facts and identify the alleged perpetrator. The victim shall provide such certification within 14 business days after VIHA's written request for the certification. VIHA may extend the 14 day deadline for an additional 14 days at its discretion. Information provided by the victim pursuant to the certification shall be retained in confidence and not shared unless consent is obtained from the victim, in writing, required for use in eviction proceedings or otherwise required by law.

If a victim has a properly executed certification on file with VIHA:

(a) an incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence. However, VIHA may bifurcate the Lease to evict, remove or terminate assistance to a lawful occupant or Tenant who engages in criminal acts of physical violence against Family Members or others without evicting, removing or

terminating assistance to or otherwise penalizing victimized lawful Tenants or occupants.
(b) criminal activity directly related to domestic violence, dating violence or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for termination of the tenancy or occupancy rights if the Tenant or an immediate Family Member is the victim or threatened victim of that domestic violence, dating violence or stalking. However, VIHA may evict a victim of domestic violence, dating violence or stalking if it can demonstrate an actual and imminent threat to other Tenants or VIHA employees or service providers if the Tenant's tenancy is not terminated.

D. NOTIFICATION REQUIREMENTS

VIHA's written Notice to Quit or Notice of Lease Termination will state the reason(s) for the proposed termination, the date that the termination will take place, and offer the Tenant all of the rights and protections afforded by the regulations and this ACOP (See Appendix A, Grievance Policy).

A Notice to Quit or a Notice of Lease Termination shall be in writing and delivered to the Tenant or adult member of the household or sent by first class mail properly addressed to the Tenant.

The notice shall contain a statement describing the Tenant's right to meet with the Property Manager to determine whether a reasonable accommodation would eliminate the need for a Lease termination.

1. Timing of the Notice

If VIHA terminates the Lease, written notice will be given as follows:

a) Fourteen (14) days in the case of failure to pay rent.

b) A reasonable period of time, not exceeding 30 days, considering the seriousness of the situation:

(i) If the health or safety of other Tenants, VIHA employees, or persons residing in the immediate vicinity of the premises is threatened;
(ii) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
(iii) If any member of the household has been convicted of a felony.

c) Thirty (30) days in all other cases, except if Virgin Islands law allows a shorter notice period, the shorter notice period will apply.

VIHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

2. Criminal Activity

VIHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

VIHA will terminate the Lease in cases where VIHA determines there is reasonable cause to believe that the Tenant is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the Tenant, a Family member or guest abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other Tenants. This includes cases where VIHA determines that there is a pattern of alcohol abuse.

VIHA will consider the use of alcohol to be a pattern if there is more than one incident during the previous twelve (12) months.

"Engaged in or engaging in or recent history of "drug-related criminal activity" means any act within the past ten (10) years by Applicants or Tenants, Family members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the Applicant or Tenant, Family members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past ten (10) years by Applicants or Tenants, Family members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of VIHA premises by other Tenants or employees of VIHA, which did or did not result in the arrest and/or conviction of the Applicant or Tenant, Family members, or guest.

In evaluating evidence of negative behavior, VIHA will give fair consideration to the seriousness of the activity with respect to how it would affect other Tenants, and/or the likelihood of favorable conduct in the future, which could be supported by evidence of rehabilitation.

VIHA may permit continued occupancy provided the Family accepts imposed conditions that the involved Family member(s) does not reside in the unit. VIHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, copy of a new Lease for the person including the owner's telephone number and address or other substantiating evidence.

VIHA will not waive this policy.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by VIHA for 1,185 calendar days and shall contain the following information:

- Name of Tenant, number and identification of unit occupied;
- Date of the Notice to Quit or Notice of Lease Termination and any other notices required by State or local law;
- Specific reason(s) for the notices, citing the Lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail other than the Criminal Background Check;
- Date and method of notifying the Tenant; and
- Summaries of any conferences held with the Tenant including dates, names of conference participants, and conclusions.

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were Tenants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all Family members or because a "mixed" Family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the Family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six (6) months, up to an aggregate maximum of three (3) years for deferrals granted prior to November 11, 1996 or up to eighteen (18) months if granted after November 29, 1996.

However, due to the timeframe applicable to the deferral period, current Families are no longer eligible for deferral of termination of assistance.

Families will be notified in writing at least sixty (60) days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- Granting another deferral will result in an aggregate deferral period of longer than the statutory maximum three (3) years for deferral granted before November 29, 1996; eighteen (18) months for deferrals granted after November 29, 1996), or
- A determination has been made that other affordable housing is available.

If VIHA determines that a Family member has knowingly permitted an ineligible individual to reside in the Family's unit on a permanent basis, the Family's eligibility for assistance will be terminated for 24 months. This provision does not apply to a Family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the Family.

CHAPTER 12

FAMILY DEBTS TO VIHA

INTRODUCTION

This Chapter describes VIHA's policies for the recovery of monies, which have been underpaid by Families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts.

VIHA will use any and all available collection tools to recover debts.

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this ACOP is a document entered into between VIHA and a Tenant who owes a debt to VIHA. The maximum length of time VIHA will enter into a Repayment Agreement with a Family is twelve (12) months.

25% of the amount to be paid under the Repayment Agreement must be paid at the time the Tenant signs the Repayment Agreement. The balance due shall be paid in twelve (12) equal monthly payments.

1. Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the calendar day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the Family's Repayment Agreement is in arrears, VIHA will require the Family to pay the balance in full. Failure to pay as required will be cause for termination of the Lease.

If the Family requests a transfer to another unit and has a Repayment Agreement in place and the Repayment Agreement is not in arrears the Family will not be permitted to move subject to the satisfaction of the outstanding debt.

2. Guidelines for Repayment Agreements

Repayment Agreements will be executed between VIHA and the head of household and spouse or co-head of household.

3. Multiple Repayment Agreements Not Allowed

A Family may not have more than one (1) Repayment Agreement with VIHA at a time.

B. DEBTS DUE TO FRAUD OR NON-REPORTING OF INFORMATION

The definition of program fraud and/or abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Program Fraud

VIHA may elect to exercise the following options in cases of program fraud and/or abuse:

- Families that owe up to $5,000.00 to VIHA due to program fraud and/or abuse will be required to repay it in accordance with the payment procedures identified in Section A above.

- If a Family owes more than $5,000.00 as a result of program fraud and/or abuse, VIHA will terminate the Lease, refer the case to the HUD Inspector General, and pursue any and all available collection tools to recover all money due.

- A Family will be permitted to only have one Repayment Agreement for repayment of money due to VIHA based on program fraud and/or abuse during its entire tenancy.

C. WRITING OFF DEBTS

Debts will be written off if:

- The debtor's whereabouts are unknown and the debt is more than seven (7) years old;

- A determination is made that the debtor is judgment proof;

- The debtor is deceased;

- The debtor is confined to an institution indefinitely or for more than five (5) years; or

- The amount is less than $500.00 and the debtor cannot be located.

CHAPTER 13

COMMUNITY SERVICE AND

FAMILY SELF-SUFFICIENCY POLICY

INTRODUCTION

Section 512 of the 1998 Quality Housing and Work Responsibility Act (QHWRA), as amended, mandates that every non-exempt adult Tenant of public housing is required to perform eight (8) hours of community service each month or participate in a self-sufficiency program for at least eight (8) hours each month or a combination of the two (2) totaling eight hours each month. These requirements shall be referred to as CSSR in this policy, i.e., community service and self-sufficiency requirement.

On March 29, 2000, HUD published final rules, 24 CFR. Part 960.600, on when a Tenant must perform community service activities or self-sufficiency work activities. The rule requires that eligible adult public housing Family members comply with its "general requirements" and that the housing authority assures compliance. If a household fails to comply, after having been sent a Notice of Non-compliance, the housing authority may not renew the Tenant's Lease upon expiration, unless the Tenant has entered into a an Agreement for Cure to achieve compliance over the twelve (12) month term of the new Lease.

A. EXEMPT FAMILY MEMBERS

The CSSR apply to adult Family members eighteen (18) years of age and older. An adult Family member is exempt from CSSR who meets the following criteria:

- Is 62 years or older;

- Is a blind or disabled individual as defined under 216(i) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1);1982c), and who certifies that because of this disability s/his unable to comply with the service requirements, or is a primary caretaker of such blind or disabled individual;

- Is engaged in work activities which meets the following qualifications:

    a) unsubsidized employment;
    b) subsidized private sector employment;
    c) subsidized public sector employment;

d) work experience, including work associated with the refurbishing of publicly assisted housing, if sufficient private sector employment is unavailable;
e) on the job training;
f) community service programs;
g) job search and job readiness assistance;
h) vocational educational training not to exceed 12 months with respect to any individual;
i) job skills training directly related to employment;
j) education directly to employment, in the case of a recipient who has not received a high school diploma or a certificate of General Education Development (GED);
k) satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
l) the provision of child care services to an individual who is participating in a community service program.

- Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) Or under any other State administered welfare-to-work program; or

- Is a member of a Family receiving TANF assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other State administered welfare-to-work program

Documentation that can serve as proof of exemption includes, but is not limited to:

- Birth certificate or some other form of government identification.

- Some form of government certification of disability as defined under 216 or 1614 under the 1982 Social Security Act and a written certification from the person claiming the disability that because of the disability he/she cannot comply with the CSSR.

- A written certification that the Family member is the primary caretaker for a disabled Family member and the documents certifying the disability of the Family member for whom care is being provided.

- Proof of employment.

- Proof of exemption from having to work under a State program funded under Part A of title IV of the Social Security Act.

B. MANDATED REQUIREMENTS

Each non-exempt adult Family member must meet the following requirements:

- Contribute eight (8) hours per month of community service (not including political activities); or
- Participate in an economic self-sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours per month of combined community service and participation in a self-sufficiency program.

The Tenant's Lease shall specify that it shall be renewed automatically for all purposes, unless the Family fails to comply with the service requirements of this policy. Violation of this policy is grounds for non-renewal of the Lease at the end of the twelve (12) month Lease term but not for termination of residency during the course of the twelve (12) month Lease term. At the time of Lease renewal, Tenants must enter a new CSSR Agreement which is applicable for the term of the Lease and stipulates that all Family members who are subject to the CSSR are currently complying with the service requirement or are no longer residing in the household.

C. ELIGIBILITY

In compliance with non-discriminatory and equal opportunity requirements of Federal, state and local laws, and HUD rules regulating CSSR, VIHA will determine which Family members are subject to or exempt from the CSSR.

For each Family member whose name appears on the Lease that is at least eighteen (18) years of age, if a Family member claims an exemption from the CSSR, the head of household must show proof that the Family member claiming exemption meets one of the exemption classifications set forth in Section A of this policy. All adult Family members not claiming exemption or who do not have proof that they are exempt, will be deemed eligible to perform the CSSR.

D. ELIGIBLE ACTIVITIES

During the term of the Lease, all non-exempt adult Family members shall volunteer with the following types of community based organizations in order to fulfill their CSSR:

- The local Tenant Council;

- VIHA local management office. Services may include volunteering to serve on a Tenant Patrol/ Community Watch group; however, the activities performed by Tenants may not be in areas ordinarily performed by VIHA employees;

- Local on site or surrounding area service providers that offer these service;

- Day care/child care;

- Senior citizens programs;

- After school programs;

- Educational programs;

- Anti-Drugs/Anti-crime prevention programs; or

- Other community based organizations approved by VIHA

An approved self-sufficiency program must be funded by HUD or must be a qualified State or local employment training program (including a training program not affiliated with a local government), or training for Tenant management as defined in HUD's Regulation on Income Disregard, 24 C.F.R. Part 5.609 (c) (8) (v). These programs must also meet one of the following criteria as defined in HUD's Regulation on Income Disregard, 24 C.F.R. Part 5.609(c) (13) (ii) (A):

- Is authorized by a Federal, state or local law;

- Is funded by the Federal, state or local government;

- Is operated or administered by a public agency; or

- Has as its objective to assist participants in acquiring employment skills.

All Tenants performing community service activities or who are participating in an economic self-sufficiency program must show written proof, on official letterhead, of performing community service activities or participation in an approved economic self-sufficiency program. The written proof must have an official certification section with an area for a certifying official's name, signature and date, and must have the certifying official's telephone number. Proof must be submitted to the Property Manager no later than the 15th day of the month six (6) months after the date of the Tenant's last annual Recertification.

No later than the last day of the month following the end of each quarter, the Property Manager will review the files of each Tenant household whose six (6) month report date

has occurred during the quarter to determine if each non-exempt Family member has complied with the CSSR. If it is determined during the review that a non-exempt Family member is not in compliance, a "Notice of Non-compliance" will be sent to the head of household notifying him/her of this determination.

E. NOTICE OF NON-COMPLIANCE

The Notice of Non-Compliance shall:

- Briefly describe the non-compliance;
- State that VIHA will not renew the Family's Lease at the end of the twelve (12) month Lease term unless (1) the head of household, and any other non-compliant Family member, enters into a written CSSR Compliance Agreement with VIHA to cure such non-compliance and in fact cures such non-compliance, or (2) the head of household provides written assurance, satisfactory to VIHA, that the non-compliant Family member no longer resides in the household; and
- State that the Tenant may request a hearing on the non-compliance determination and that the Tenant may exercise any available judicial remedy to seek redress for VIHA's non-renewal of the Lease.

F. CSSR COMPLIANCE AGREEMENT

If a non-exempt adult Family member violates the CSSR, upon expiration of the Lease, VIHA will not renew the Family's Lease unless the head of household and any non-compliant Family member enters into a written CSSR Compliance Agreement with VIHA, in the form and manner required by VIHA, to cure the non-compliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12) month term of the new Lease;

The head of household shall certify to VIHA that all other non-exempt Family members are currently in compliance or are no longer residing in the household.

If a non-exempt Family member violates the requirements of the CSSR Compliance Agreement, at the expiration of the twelve (12) month term covered by the agreement, VIHA will not renew the Lease and the Family will be subject to eviction.

G. ANNUAL REVIEW OF CSSR COMPLIANCE

The Property Manager's annual review to verify the Family's CSSR compliance will be conducted at least thirty (30) days before the end of the twelve (12) month Lease term. VIHA will retain reasonable documentation of each non-exempt Family member's performance in complying with this policy or, if applicable, exemption status in the Family's file.

CHAPTER 14

PROGRAM INTEGRITY

INTRODUCTION

VIHA is committed to assure that the proper level of benefits is paid to all Tenants, and that housing resources reach only income-eligible Families so that program integrity can be maintained.

VIHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines VIHA's policies for the prevention, detection and investigation of program abuse and Tenant fraud.

A. CRITERIA FOR SUSPECTED ABUSE AND FRAUD

Under no circumstances will VIHA undertake an inquiry or an audit of a Family arbitrarily. VIHA's expectation is that Families will comply with HUD requirements, provisions of the Lease, and other program rules. VIHA staff will make every effort (formally and informally) to orient and educate all Families in order to avoid unintentional violations. However, VIHA has a responsibility to monitor Tenants' Lease obligations for compliance and, when indicators of possible abuse come to VIHA's attention, to investigate such claims.

VIHA will initiate an investigation of a Family only in the event of one (1) or more of the following circumstances:

Referrals, Complaints, or Tips. VIHA will follow up on referrals from other agencies, companies or persons that are received by mail, by telephone or in person, which allege that a Family is in non-compliance with, or otherwise violating the Lease or the program rules. Such follow-up will be made if the referral contains at least one (1) item of information that is independently verifiable. A copy of the allegation will be retained in the Family's file.

Internal File Review. A follow-up will be made if VIHA discovers (as a function of a re-certification, an interim re-certification, or a quality control review), information or facts, which conflict with previous file data, VIHA's knowledge of the Family, or if differs with statements made by the Family.

Verification or Documentation. A follow-up will be made if VIHA receives independent verification or documentation, which conflicts with representations in the Tenant file (such as public record information, credit bureau reports, or reports from other agencies).

B. PREVENTION OF PROGRAM ABUSE AND FRAUD

VIHA will utilize various methods and practices to prevent program abuse, non-compliance, and willful violations of program rules by Applicants and Tenant Families.

Things You Should Know. This is a program integrity bulletin created by HUD's Inspector General that will be furnished and explained to all Applicants to promote understanding of program rules and to clarify VIHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Property Manager for all Applicants either before execution of the Lease. At the conclusion of all Program Orientation Sessions, the Family head of household will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Tenant Counseling. VIHA will routinely provide Tenant counseling as a part of every re-certification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. VIHA will explain all required forms and review the contents of all re-certification documents prior to signature by the head of household.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Tenant Certification. All Family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. DETECTION OF PROGRAM ABUSE AND FRAUD

VIHA will maintain a high level of awareness to indicators of possible abuse and fraud by Tenants.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, each Family's file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures

- Review of signatures for consistency with previously signed file documents.

Observation. VIHA will maintain a high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Management and Staff may review Public Record Bulletins.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

- At the time of final eligibility determination;
- When an allegation is received by VIHA wherein unreported income sources are disclosed; or
- When a Tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

VIHA will encourage all Families to report suspected abuse to the Property Manager**.** All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Family's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Property Manager will not follow up on allegations, which are vague or otherwise non-specific; only allegations which contain one or more independently verifiable facts will be investigated.

File Review. An internal file review will be conducted if the subject of the allegation is a VIHA Tenant and, if so, to determine if the Family has previously disclosed the reported information.

VIHA will determine if it is the most appropriate authority to do a follow-up or if the matter should be referred to the appropriate law enforcement or social service agencies. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Property Manager will initiate an investigation to determine if the allegation is true or false.

E. INVESTIGATION OF ALLEGATIONS OF ABUSE AND FRAUD

If VIHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Director of Asset Management to monitor program compliance will conduct an investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, VIHA will secure the written authorization from the Tenant for the release of information, where necessary.

- Credit Bureau Inquiries. In cases involving previously unreported income sources, an inquiry may be made to determine if there is financial activity which conflicts with the reported income of the Family.

- Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to VIHA's review.

- Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

- Public Records. If relevant, VIHA will review public records. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

- Interviews with Head of Household or Family Members. VIHA will discuss the allegation (or details thereof) with the head of household or Family member by scheduling an appointment.

F. SECURITY OF DOCUMENTS, EVIDENCE AND STATEMENTS

Documents and other evidence obtained by VIHA during the course of an investigation will be considered "work product" and will either be kept in the Tenant file, or in a separate "work file." In either case, the Tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among VIHA staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF VIHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the PHMC. It will then be determined whether or not a violation has occurred or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, VIHA will review the facts to determine:

- The type of violation, i.e., procedural, non-compliance, fraud;
- Whether the violation was intentional or unintentional;
- What amount of money, if any, is owed by the Tenant; and
- Is the Family eligible for continued occupancy.

I. PROCEDURES FOR DOCUMENTED VIOLATIONS

Once a program violation has been documented, VIHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the Tenant "fails to" observe a procedure or requirement of VIHA but does not misrepresent a material fact and there is no retroactive rent owed by the Family. Examples of non-compliance violations are:

- Failure to appear at a scheduled appointment.
- Failure to return verification in the time period specified by VIHA.

Warning Notice to the Family. In such cases, a notice will be sent to the Family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation, which was violated.
- The date by which the violation must be corrected or the procedure complied with.
- The action which will be taken by VIHA if the procedure or obligation is not complied with by the date specified by VIHA.
- The consequences of repeated similar violations.

2. Procedural Non-compliance - Retroactive Rent

When the Tenant owes money to VIHA for failure to report changes in income or assets, VIHA will issue a Notification of Underpaid Rent. This notice will contain the following:

- A description of the violation and the date(s);
- Any amounts owed to VIHA;
- A fourteen (14) calendar day response period; and
- The right to disagree and to request an informal hearing with instructions for requesting of such a hearing.

Tenant Fails to Comply with VIHA's Notice. If the Tenant fails to comply with VIHA's notice, and a material provision of the Lease has been violated, VIHA will initiate termination of the Lease.

Tenant Complies with VIHA's Notice. When a Tenant complies with VIHA's notice, the Property Manager responsible will meet with him/her to discuss and explain the obligation or Lease provision that was violated. The staff person will complete a Tenant Counseling Report, give one (1) copy to the Family and retain a copy in the Tenant file.

3. Intentional Misrepresentations

When a Tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results or would have resulted in an underpayment of rent by the Tenant, VIHA will evaluate whether or not the Tenant had knowledge that his/her actions were wrong and that the Tenant willfully violated the Lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the Tenant was made aware of program requirements and prohibitions. The Tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the Tenant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security number was used.
- If there were admissions to others of the illegal action or omission.
- If the Tenant omitted material facts, which were known to them (e.g., employment of self or other household member).
- If the Tenant falsified, forged or altered documents.

- If the Tenant uttered and certified to statements during a re-certification which were later independently verified to be false.

4. Conference for Serious Violations and Misrepresentations
When VIHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the Family head of household and the VIHA staff personnel who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by VIHA. The purpose of the conference is to review the information and evidence obtained by VIHA with the Tenant, and to provide the Tenant an opportunity to explain any document findings which conflict with representations in the Tenant's file. Any documents or mitigating circumstances presented by the Tenant will be taken into consideration by VIHA. The Tenant will be given fourteen (14) calendar days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist VIHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, VIHA will consider, among other factors:

- The duration of the violation and number of false statements;
- The Tenant's ability to understand the rules;
- The Tenant's willingness to cooperate, and to accept responsibility for his/her actions;
- The amount of money involved;
- The Tenant's past history;
- Whether or not criminal intent has been established; and
- The number of false statements.

5. Dispositions of Cases Involving Misrepresentations
In all cases of misrepresentations involving efforts to recover monies owed, VIHA may pursue whatever course of action it deems appropriate under the circumstances including termination of the Lease.

6. Notification to Tenant of Proposed Action
VIHA will notify the Tenant of the proposed action no later than fourteen (14) calendar days after the Tenant Conference.

VIRGIN ISLANDS HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY

GLOSSARY OF TERMS

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

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

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

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

Allowances: Amounts deducted from the household's Annual Income in determining Adjusted Annual Income, i.e. the income amount used in the rent calculation. Allowances are given for Elderly Families, dependents, medical expenses for Elderly Families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of VIHA.

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

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

a. Go to, or on behalf of, the Family head of household or spouse, even if temporarily absent or to any other family member;
b. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual recertification effective date; and
c. Are not specifically excluded from Annual Income.

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

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

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

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

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

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

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

Citizen: A legal Tenant or national of the United Sates. (24 CFR 5.504(b)).

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

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

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

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

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

Elderly Family Allowance: For Elderly Families, an allowance of $400 is deducted from the household's Annual Income in determining Adjusted Annual Income.

Elderly Person: A person who is at least 62 years of age.

Extremely Low-Income Families: Those Families whose incomes do not exceed 30% of the median income for the area as determined by HUD

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

Family includes but is not limited to:

a. A Family with or without children;
b. An Elderly Family;
c. A near-Elderly Family;
d. A disabled Family;
e. A displaced Family;
f. The remaining member of a Tenant Family; and
g. A single person who is not an Elderly or Displaced Person, a person with disabilities, or the remaining member of a Tenant Family (24 CFR 5.403).

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

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

Fair Market Rent: A rent amount the Family may choose to pay in lieu of having their rent determined under the formula method. The fair market rent is established by VIHA set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the fair market rent option have their income evaluated once every three (3) years, rather than annually.

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

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d)).

Good Cause: A substantial and convincing reason.

Good Standing: When a Tenant meets all Lease and other requirements and is eligible to remain in public housing.

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

Household Members: All members of the household including live-in aides, foster children and foster adults. All household members are listed on the Lease.

Imputed Income: For households with Net Family Assets of more than $5,000, the amount calculated by multiplying Net Family Assets by a HUD-specified percentage.

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

Interim Recertification: A recertification of Family income, expenses and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrant such a recertification.

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

a. Are determined to be essential to the care and well-being of the person(s);
b. Is not obligated for the support of the person; and
c. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b)).

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

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

Mitigating Circumstances: A fact, situation or unusual or unpredictable event that may prevent performance of an obligation under the Lease.

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

Monthly Adjusted Income: One twelfth (1/2) of adjusted income. (24 CFR 5.603(d)).

Monthly Income: One twelfth (1/12) of Annual Income. (24 CFR 5.603(d)).

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

Net Family Assets:

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

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

C. In determining Net Family Assets, VIHA, shall include the value of any business or Family assets disposed of by an Applicant or Tenant for less than fair market value including a disposition in trust, but not in a foreclosure or bankruptcy sale during the two (2) years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the Applicant or Tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d)).

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

Occupancy Standards: The standards that VIHA establishes for determining the appropriate number of bedrooms needed to house Families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who attained the age of 55 and

is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

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

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his/her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three (3) or more of the following areas of major life activity; (a) self care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration and are individually planned and coordinated.

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

Proration of Assistance: The reduction in a Family's housing assistance payment to reflect the proportion of Family members in a mixed Family who are eligible for assistance. (24 CFR 5.520).

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

Recertification: The annual re-examination of a Family's income, expenses and composition to determine the Family's rent.

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

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

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

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

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

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

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

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

Total Tenant Payment (TTP):

A. Total Tenant Payment for families whose initial Lease is effective on or after August 1, 1982:

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

    a. 30% of the Family's monthly adjusted income;
    b. 10% of the Family's monthly income; or
    c. If the Family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is

specifically designated by such agency to meet the Family's housing costs, the portion of such payments which is so designated. If the Family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(1)(1) of the 1937 Act will be the amount resulting from one application of the percentage.

B. Total Tenant Payment for Families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the Total Tenant Payment of Families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities, except telephone, and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made by VIHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. (24 CFR 5.603).

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. (24 CFR 5.603). Very Low-Income Families: Low-income Families whose incomes do not exceed 50% of the median Family income for the area, as determined by HUD with adjustments for smaller and larger Families, except that HUD may establish income ceilings higher or lower than 50% of the median for the areas on the basis of HUD's findings that such variations are necessary because of unusually high or low Family income. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act).

Welfare Assistance: Welfare or other payments to Families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d)). It also includes Welfare to Work programs.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACOP	Admissions and Continued Occupancy Policy Manual
ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	U.S. Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
PHMC	Public Housing Management Coordinator
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
UIV	Upfront Income Verification

APPENDIX A - VIHA POLICIES

CRIME TRACKING POLICY & PROCEDURES

The Crime Tracking Policy requires the reporting and managing of all criminal activities in VIHA communities. Crime reduction and prevention goals must be established that impacts applicants and Tenants, in the areas of screening, lease enforcement and drug prevention.

One of the purpose of the Crime Tracking Policy is to provide authority wide enforcement/compliance standard procedures for tracking and recording crime related activities that occur in the VIHA communities and crimes reported by VIHA employees, Management, Property Managers, Tenants or staff.

Crime Tracking Procedure

1. Employees, Management, Property Managers, Tenants or staff Who become aware of an illegal civil or criminal activity within VIHA communities should report the activity to the Virgin Islands Police Department (VIPD).

2. A crime log of all criminal activities reported to the VIPD will be prepared on a daily basis by VIHA employees, Management, Property Managers II, Tenants or staff and reported to the District Managers and Director of Administration monthly.

3. District Managers, Director of Administration and Director of Public Relations/Tenant Services will submit the monthly crime logs to the Training and Safety Officer.

4. The Training and Safety Officer will review the logs and print outs supplied by the District Managers, Director of Public Relations/ Tenant Services for each community and assort the information by specific calls for service.

5. Security and Safety Officer will prepare an annual report which would include report crimes alleged to have occurred in VIHA communities, property or any facility for the Mass certification.

DWELLING UNIT BUSINESS POLICY

HUD regulations now permit with the consent of the Public Housing Authority (PHA), the use of your dwelling unit for incidental legal profit making activities. (Reference 24 CFR, Part 966, Lease and Grievance Procedures)

1. Tenants are advised that their unit is to remain as their primary residence, and further, that upon approval, any revenues from these activities will be calculated as income.

2. Business activities and the sales of items are to be conducted from the units. Erection of sheds, tables and/or stalls on the grounds is prohibited.

3. Business activities that increase noise and traffic or interfere with the health, safety and peaceful enjoyment of other Tenants will not be allowed.

4. The manufacture, use, sale, distribution and possession of illegal drugs and other criminal activities are prohibited.

5. Tenants found engaging in business activities without appropriate licensing and prior approval from the Authority are in violation of the lease and may be subject to eviction.

6. The following business activities that do not require any physical alterations to your unit or place undue burden on the Authority's resources will be allowed with approval from the Authority:

   - Baby sitting
   - Home distribution- such as Avon, Mary Kay, Amway, Mason Shoes, Tupperware or similar products
   - Sale of fresh provisions (plantains, sweet potatoes, tanya, etc)
   - Haircutting and hair braiding (not requiring use of water)
   - Dressing/tailoring
   - Educational tutoring
   - Commercial food preparation
   - Other business activities with approval

7. Tenants are responsible for the removal and disposal of any trash, garbage and debris in and around their unit and must provide the appropriate receptacle in and around their unit to avoid littering of the grounds.

8. The Authority will neither approve nor allow the following business activities to be conducted from the unit:

   - The raising and breeding of animals;

- The accumulation of parts, repair of automobiles, motorcycles, boats and appliances on the premises;
- Commercial hairdressing;
- Manufacture and sale of firearms and ammunition;
- Commercial laundry;
- Manufacture and sale of alcohol;

9. Any business activity that presents a fire hazard will be prohibited.

10. The Authority will inspect and monitor all business activities a minimum of once every six (6) months, and businesses cited more than twice yearly for non-compliance with the policy will result in suspension and possible termination from the program.

11. An inspection will be conducted prior to approval of request for operation of business in your unit.

12. Tenants, who have obtained the approval of the Virgin Islands Housing Authority to operate a business, will be required once yearly during re-certification to present their business license and a certified copy of their Tax Return to verify the amount of income reported to the V.I. Internal Revenue Bureau (IRB).

13. Applicants participating in this program must be Tenants in good standing with the Virgin Islands Housing Authority.

The Virgin Islands Housing Authority (VIHA) will not be held liable or responsible for any injuries to persons or damages incurred resulting from business activities.

GRIEVANCE POLICY

[24 CFR 966.50-966.57]

INTRODUCTION

The hearing requirements defined in HUD regulations are applicable to Families who disagree with an action, decision or inaction of VIHA. Grievances will be resolved based on the Grievance Policy in effect at the time the grievance arose. This Appendix describes the policies to be used when Families disagree with a VIHA decision.

A. DEFINITIONS

Grievance: Any dispute which a Tenant may have with respect to a VIHA action or failure to act in accordance with the Tenant's Lease or VIHA rules which adversely affect the Tenant's rights, duties, welfare, or status.

Grievant: Any Tenant whose grievance is presented to VIHA informally or as part of the hearing process.

Hearing Officer/Hearing panel: A person or persons selected to hear grievances and render a decision regarding the grievance.

Tenant: A lessee or the remaining head of household of any Tenant Family residing in housing accommodations owned or leased by VIHA.

Elements of Due Process: An eviction action or a termination of tenancy in a court in which the following procedural safeguards are required:

- Adequate notice to the Tenant of the grounds for terminating the tenancy;
- For the purpose of preparing a defense, the opportunity for the Tenant to examine all relevant documents, records and regulations of VIHA prior to the hearing.
- Right of the Tenant to be represented by counsel;
- The opportunity for the Tenant to refute the evidence presented by VIHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
- A decision on the merits of the case.

B. INFORMAL HEARING PROCEDURES

A grievance shall be presented in writing, signed and submitted to the Property Manager that sent the notice or who is responsible for the action or inaction upon which the Grievance is based. The Grievance must be presented within fourteen (14) calendar days after the date of the action or failure to act which is the basis for the Grievance. It may be simply stated, but shall specify:

- The particular grounds upon which it is based;
- The action requested; and
- The name, address and telephone number of the Grievant and similar information about the Grievant's representative, if any.

There shall be an informal hearing to discuss and to resolve the Grievance without the necessary of a formal hearing. Within fourteen (14) calendar days after the hearing, a VIHA representative will respond, in writing, to the Grievant. The response will contain information regarding the steps by which a formal hearing may be requested.

C. FORMAL HEARING

If the Grievant does not timely request a formal hearing, he/she waives his/her right to a formal hearing and VIHA's informal hearing disposition of the Grievance will become final. This section in no way constitutes a waiver of the Grievant's right to contest VIHA's disposition in an appropriate judicial proceeding.

If the Grievant is dissatisfied with the disposition of the Grievance, he/she shall be entitled to a formal hearing before a Hearing Officer or Panel. A written, signed request for a formal hearing shall be submitted within fourteen (14) calendar days of the receipt of the response to the informal hearing.

The request for a formal hearing must be presented to VIHA's Regional Manager. The request must specify the reason(s) that the decision made at the informal hearing was incorrect and the relief sought.

The head of household or other adult household member must attend the formal hearing.

If the Grievant needs to reschedule the hearing, the hearing must be rescheduled at least seven (7) calendar days in advance of the scheduled hearing date or the Grievant waives his/her right to a formal hearing. If the Grievant fails to appear within thirty (30) minutes of the scheduled time, the Grievant waives his/her right to a formal hearing.

Upon request by the Grievant, VIHA will provide a reasonable accommodation for persons with disabilities to participate in the formal hearing. These requests must be received by VIHA at least 48 hours before the scheduled formal hearing time.

1. Selection of Hearing Officer or Panel

A formal hearing shall be conducted by an impartial person or panel appointed by VIHA other than the person who made or approved the VIHA action under review or a subordinate of such person.

2. Informal Hearing as a Prerequisite

All Grievances must have been through an informal hearing as a prerequisite to a formal hearing.

3. Escrow Deposit for Rent

Before a formal hearing is scheduled in any Grievance involving rent VIHA claims is due, the Grievant shall pay VIHA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The Grievant shall thereafter deposit the monthly rent in an escrow account each month until the Grievance is resolved by decision of the Hearing Officer or Panel. VIHA must waive the requirement for an escrow deposit for Families who meet the financial hardship exemption from minimum rent requirements. Unless so waived, failure to make the required escrow payments shall result in termination of the Grievance procedure.

Failure to make such payments does not constitute a waiver of any right the Grievant may have to contest VIHA's disposition of the Grievance in any appropriate judicial proceeding.

4. Scheduling

If the Grievant complies with the procedures outlined above, a formal hearing shall be scheduled by the Hearing Officer or Panel within fourteen (14) calendar days of receiving the request for a hearing at a time and place reasonably convenient to the Grievant and VIHA.

A written notification of the date, time, place and procedures governing the formal hearing shall be delivered to the Grievant and the appropriate VIHA official.

5. Formal Hearing Procedures

The formal hearing shall be held before a Hearing Officer or a Hearing Panel.

The Grievant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

- The Grievant shall have the opportunity to examine and to copy, at the expense of the Grievant, all VIHA documents, records and statements that the Grievant plans to submit during the hearing to refute VIHA's inaction or proposed action. Any such documents not made available by VIHA may not be relied upon by VIHA at the formal hearing;

- The right to a private hearing unless otherwise requested by the Grievant;

- The right to be represented by counsel or other person chosen as a representative;

- The right to present evidence and arguments in support of the Grievance, to controvert evidence relied on by VIHA, and to confront and cross-examine all witnesses upon whose testimony or information VIHA relies, limited to the issues for which the Grievant has received the opportunity for a formal hearing; and

- The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the formal hearing.

If the Grievant or VIHA fails to appear at the scheduled hearing, the Hearing Officer or Panel may:

- postpone the hearing for a period not to exceed seven (7) calendar days, or

- Make a determination that the party has waived his/her right to a formal hearing.

Such a determination in no way waives the Grievant's right to appropriate judicial proceedings.

At the hearing, the Grievant must first make a showing of an entitlement to the relief sought and thereafter VIHA must sustain the burden of justifying its action or failure to act against which the Grievance is directed.

The hearing shall be conducted informally as follow:

- Oral and documentary evidence pertinent to the facts and issues raised by the Grievant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings; and

- The Hearing Officer or Panel shall require VIHA, Grievant counsel and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the Hearing Officer or Panel to maintain order will result in exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

VIHA or the Grievant may arrange, in advance, in writing, and at the expense of the party making the arrangements, for a transcript or audiotape of the hearing. Either party may purchase a copy of the transcript.

6. Decision of the Hearing Officer or Panel

The Hearing Officer or Panel shall give VIHA and the Grievant a written decision, including the reason(s) for the decision, within fourteen (14) calendar days following the formal hearing. VIHA will place one (1) copy in the Tenant's file and maintain another copy in a separate file. The written decision will be sent to the Tenant's address provided at the formal hearing.

The decision of the Hearing Officer or Panel shall be binding on VIHA. VIHA shall take all action necessary to carry out the decision, unless the Grievant requests action from the VIHA Board of Commissioners within fourteen (14) calendar days of receipt of the Hearing Officer or Panel's decision. The decision of the VIHA Board of Commissioners will be mailed to the Grievant within fourteen (14) calendar days following the meeting at which the Board of Commissioners decides the issue and notifies the Grievant that:

- The Grievance does not concern VIHA action or failure to act in accordance with or involving the Grievant's Lease or VIHA regulations, which adversely affect the Grievant's rights, duties, welfare or status; or

- The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and VIHA.

A decision by the Hearing Officer or Panel or VIHA Board of Commissioners in favor of VIHA or which denies the relief requested by the Grievant, in whole or part, shall not constitute a waiver of nor affect in any manner, the rights of the Grievant to appropriate judicial review.

7. Housing Authority Eviction Action

If a Tenant has requested a formal hearing on a Grievance involving a VIHA Termination of Tenancy and the Hearing Officer or Panel upholds VIHA's action, VIHA shall not commence an eviction action until it has served a Notice to Quit or Termination of Tenancy on the Tenant.

D. <u>INFORMAL REVIEW FOR APPLICANTS</u>

Applicants who are determined ineligible, who do not meet VIHA's admission standards, or for whom VIHA does not have an appropriate size and type of unit in its inventory will be given prompt written notification, including the reason(s) for the determination.

Ineligible Applicants will be promptly provided with a letter detailing their individual status stating the reason(s) for their ineligibility and offering them an opportunity for an informal review.

Applicants must submit their request for an informal review, in writing, to VIHA within fourteen (14) calendar days from the date of the notification of their ineligibility.

If the Applicant requests an informal hearing, VIHA will provide an informal review within fourteen (14) calendar days of receiving the request. VIHA will notify the Applicant of the place, date and time of the informal review.

An impartial review officer will conduct informal reviews. The person who is designated as the review officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The Applicant may bring to the review any documentation or evidence he/she wishes and the evidence, along with the data compiled by VIHA, will be considered by the review officer.

The review officer will make a determination based upon the merits of the evidence presented by both sides. Within thirty (30) calendar days of the date of the review, the review officer will mail a written decision to the Applicant and place a copy of the decision in the Applicant's file.

The Grievance procedures for Tenants do not apply to VIHA determinations that affect Applicants.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the Family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration & Naturalization Service appeal.

Assistance to a Tenant may not be terminated or denied while a VIHA hearing is pending but assistance to an Applicant may be delayed pending a VIHA informal review.

ONE-STRIKE POLICY

INTRODUCTION

The goal of the One Strike and You're Out Policy is to ensure the safety and well being of families and individuals who live in public housing. The "one strike" policy applies to Tenants of the VIHA. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense. The VIHA is committed to the provisions of this policy and it shall be strictly enforced. By aggressively removing criminals from the Authority's public housing developments, the One Strike policy shall:

(a) free public housing Tenants from daily threats to their personal and family safety;
(b) build public housing communities that are safer and drug-free;
(c) support parents in their efforts to install positive values in their families;
(d) create a positive environment for Tenants of all ages, where people can live, learn, and grow to be productive and responsible citizens;
(e) set an example for the greater community.

Guiding Principles of the One Strike Policy

The VIHA One Strike policy was developed based on the following principles:

(a) All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The VIHA is committed to providing safe housing for all Tenants of the Authority.

(b) Public and assisted housing should be awarded to responsible individuals. The VIHA shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.

(c) Applicants and current Tenants of public housing must be protected from discrimination and violation of their right to privacy. The VIHA shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The VIHA shall not discriminate against any applicant or Tenant based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.

(d) Active community and governmental involvement in designing and implementing a One Strike policy is fundamental to its success. The VIHA shall work cooperatively with local government, law enforcement, Tenants, and the courts in enforcing the One Strike policy.

Screening and Admissions Policy

The One Strike policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well being of Tenants are prohibited from becoming Tenants of the VIHA. The Authority has adopted the following screening procedure to ensure the goals of the policy:

(a) Comprehensive background checks: The VIHA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
   (i) reviewing police and courts records;
   (ii) landlord references;
   (iii) background check with probation officers, parole officers, and local social service providers.

(b) Coordination with courts and local, state, and federal law enforcement agencies: The VIHA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.

(c) Criteria for acceptance of application for residence: The VIHA shall consider applications for Tenant on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. VIHA will prohibit admission to an applicant for three (3) years from the date of eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity. The following types of applicants shall be denied residence:
   (i) applicants who have been evicted from public housing within the past five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
   (ii) persons illegally using drugs or controlled substances;
   (iii) persons who have exhibited a pattern of illegal use of drugs or controlled substances;
   (iv) persons subject to a lifetime registration requirement under a State sex offender registration (VIHA will perform necessary criminal history background checks in the State where the housing is located and in other States where the household members are known to have resided);
   (v) Past conviction for methamphetamine (speed) production; and
   (vi) Applicants involved in any other criminal and/or drug related activity, which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.

d. Protect applicants' due process rights: The VIHA Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.

(i) In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.

(ii) Per the Extension Act, should denial of occupancy be based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of the record. This opportunity to dispute will be provided before the denial of admission, eviction, or lease enforcement action on the basis of such information.

e. Compliance with state and local laws: The VIHA is committed to protecting the rights of all applicants and Tenants. All policies and procedures, and revisions of policies and procedures shall be reviewed for compliance with local and state landlord-Tenant law and any other applicable law by attorneys with experience in such law.

VIHA has established and implemented a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is: (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to VIHA's action without institution of a challenge or final disposition of any such litigation.

f. Enforcement by Eviction: In accordance with the current law and the Extension Act, the VIHA dwelling lease stipulates that:

(i) any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, the PHA or any employee, contractor, subcontractor or agent of the PHA who is involved in the housing operations;

(ii) all drug related criminal activity occurring on or off the premises is cause for eviction;

(iii) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

(iv) any person who the Authority determines is illegal using controlled substance shall be evicted; and/or

(v) any person whose illegal use of a controlled substance is determined by the authority to interfere with the rights of other Tenants shall be evicted.

Under these required lease terms, tenancy shall be terminated and the household evicted when the Tenant, any member of the Tenant's household, or guest, engages in the

prohibited criminal activity. The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

1. Lease: The VIHA Dwelling Lease stipulates that:

   (a) Tenants, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug related or criminal activity in violation of the term shall be treated as a "serious violation of this terms of the lease."
   (a) under the Extension Act, alcohol abuse which interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, shall be grounds for eviction;
   (b) the VIHA shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
   (c) criminal activity is cause for eviction even in the absence of conviction or arrest.

   The same lease shall be used for all Tenants of the Authority.

2. Briefing on Terms of the lease: All Tenants shall be briefed on the terms of the lease at the time of annual re-examination. New Tenants shall be briefed on the terms of the lease at the time of signing the initial lease.

3. Due Process Rights: The VIHA shall protect the Tenant's due process rights to the greatest extent possible:
   (a) Eviction procedure shall be processed through the Virgin Islands court system and shall not be handled through normal administrative grievance procedure.
   (a) Tenants shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

Non-Tenant Criminal Activity

The VIHA is committed to protecting against criminal activities committed by nonTenants and has adopted the following policy:

a. The Authority shall post warnings in all VIHA public housing developments that violators shall be prosecuted to the fullest extent under the law.

b. In accordance with the lease, Tenants shall be held responsible for guests and nonTenants criminal behavior. Disruptive and/or criminal behavior of Tenant guests may be grounds for eviction of the entire household. VIHA will notify the local post office when the PHA evicts an individual or family for criminal activity to prevent the return to the development of the evicted person to obtain mail.

c. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority properties, the Authority/Tenant agreement shall provide that:

(i) the individual thereafter shall be a trespasser on the Authority properties; and,

(ii) the household shall be subject to eviction if the individual returns to the VIHA properties.

PARKING POLICY

PURPOSE

The purpose of the Virgin Islands Housing Authority Parking Policy ("Policy" or "Parking Policy") is to ensure a safe and orderly flow and storage of vehicles parked in the designated spaces in Virgin Islands Housing Authority (VIHA) communities. This Policy is also designed to ensure for the orderly registration of vehicles for Tenants of Virgin Islands Housing Authority's communities.

This Policy shall apply to all VIHA communities located in the St. Thomas/St. John and St. Croix districts.

DEVELOPED BY

The Virgin Islands Housing Authority Parking Policy was developed by VIHA staff in consultation with the Tenants Councils, Tenant Advisory Board, and Tenants.

EFFECTIVE DATES AND TIMES

This Policy will be effective as of July 1. 2006 and shall remain in effect indefinitely or until revised by the VIHA. This Parking Policy is in effect seven days per week, 24 hours per day, including holidays.

PARKING AREAS

The areas covered in this Parking Policy include all designate parking spaces which are within the Virgin Islands Housing Authority Communities. This Policy does not apply to roadways and streets.

PARKING AND DRIVING RESTRICTIONS

All Tenants, visitors and others driving within the Virgin Islands Housing Authority communities are required to follow the rules set out in this Policy.

- **Safety**

  Vehicles must be driven at a rate of speed while in the Virgin Islands Housing Authority communities not to exceed 5 miles per hour. Vehicles driving in an unsafe manner within the communities may have their parking privileges revoked.

- **Fire Lanes**

  No vehicles are to park or stop in the marked fire lanes for any period of time. Vehicles parked in the fire lanes will be towed at owner's expense regardless of the presence of a Tenant parking sticker.

- **Dumpster**

  No vehicles are to park or stop in any way which blocks dumpster pickups. Vehicles blocking dumpster pickups will be towed at owner's expense regardless of Tenant parking sticker.

- **Disabled Parking**

No vehicles without valid Handicap Parking plates or placard are allowed to park or stop in spaces designated for disabled parking. Unauthorized vehicles parked in disabled spaces will be towed at the vehicle owner's expense regardless of Tenant parking sticker.

- **Fire Hydrant**

No vehicles may park within 15 feet of a fire hydrant. Vehicles parked within 15 feet of a fire hydrant will be towed at the vehicle owner's expense regardless of Tenant parking sticker.

- **Sidewalks**

No vehicles are allowed to drive upon or park on any VIHA'S community sidewalks, grass or courtyard areas. Vehicles parked in these areas will be towed at the vehicle owner's expense regardless of Tenant parking sticker. Vehicles driving in these areas may have their parking privileges revoked after warning and be subject to lease action.

- **Disabled Ramp Access**

No vehicles are allowed to park in any area where that vehicle blocks a handicap access ramp. Vehicles parked in a way that blocks disabled access ramps will be towed at the vehicle owner's expense regardless of Tenant parking sticker.

- **Registered, Insured and Operable Vehicles**

All vehicles parked within designated areas of Virgin Islands Housing Authority communities must remain registered, insured and operable at all times.

- **Storage of Vehicles**

Inoperable or unused vehicles are not to be abandoned within the designated parking lots of the Virgin Islands Housing Authority Communities or any other areas of the Communities. All vehicles with Tenant parking stickers must be moved at least every 48 hours. If for some reason your vehicle will not be moved for 48 hours (i.e. illness off-island please notify your management office). Vehicles, which appear inoperable or unused, will be towed at vehicle owner's expense.

- **Working on Vehicle**

No vehicle maintenance is allowed in the designated parking areas of the Virgin Islands Housing Authority communities. No fixing of tires, flats, placing vehicles on jacks, no oil changes etc. Violations of this provision may lead to revocation of parking privileges.

- **Car Alarms**

Vehicle owners are required to keep car alarms in good working order, prevent false alarms and respond immediately to car alarms when they do occur. Vehicle operator violating this provision of the policy is subject to towing at the vehicle owner's expense and revocation of parking privileges after a warning.

- **Parking and Driving Courtesy**

Vehicle owners are required to exhibit common courtesy while operating or parking vehicles at Virgin Islands Housing Authority communities. This includes ensuring that parked or stopped vehicles are not blocking other vehicles, are not loudly running engines and that radios and other sound equipment is not played at a level which Tenants finds disturbing. Vehicle operators violating this provision of the policy are subject to towing at the vehicle owner's expense and revoking of parking privileges after a warning.

TENANT PARKING STICKERS

Vehicles with Tenant parking Stickers

Vehicles with valid Tenant Parking Stickers may park in any legal space within the designated parking spaces of Virgin Islands Housing Authority communities, provided this parking does not violate any of the parking and driving restrictions listed above. Tenant Parking Stickers are to be permanently affixed to the rear window and not blocked from view by items in the vehicle.

Reserved Parking

This Policy contains no provisions for reserved parking. All parking under this plan is "first-come, first-served", with valid Tenant Parking Sticker.

WHO IS ELIGIBLE FOR TENANT PARKING STICKERS

Each Family

Each apartment at a Virgin Islands Housing Authority's community maybe entitled to **two** parking stickers, which must be permanently affixed to the vehicles.

Vehicle Requirements

To be eligible for a sticker, the family must have all of these:

1. A Vehicle in operable condition;
2. A Valid Virgin Islands registration to a person who is on the household lease at the Virgin Islands Housing Authority address;
3. Valid Virgin Islands auto insurance for the vehicle at the Virgin Islands Housing Authority address; and
4. A Valid Virgin Islands Driver's License

WHAT TO DO WITH THE STICKER

Placing the Tenant Parking Sticker on your Car

The Tenant Parking Sticker must be placed on the FRONT and LEFT WINDOW of the vehicle for which the sticker has been issued. The sticker must be permanently affixed to the vehicle and not blocked by anything in the vehicle.

If the Tenant Parking Sticker is not permanently affixed to the correct vehicle, the sticker is invalid and the vehicle will be towed at the owner's expense. If the Tenant Parking Sticker is incorrectly affixed to the vehicle will be towed at the owner's expense.

New Cars/Changing Cars
Tenants changing cars will be issued a new sticker upon the showing of proper registration and proof of insurance. If the vehicle has been stolen or sold and the Tenant has purchased a new vehicle, the Tenant will need to provide proof that they no longer have their old vehicle and have purchased a new car. However, if the vehicles front left window has been replaced, Tenants must provide proof there of in order to receive another parking sticker.

ENFORCEMENT

Towing
Towing will be carried out under contract by a towing company.

Towing Cost
The towing company will charge the community rate for the first offense and community rate for the second offense. Payments are the responsibility of the registered owner of the vehicle. If your vehicle has been towed more than three(3) times in a year your parking sticker will be revoked.

Revocation of Parking Privileges
The Property Manager may revoke parking privileges for violations of this policy after a warning. Tenants will be notified in writing of any revocation of parking privileges and may appeal this revocation to the Virgin Islands Housing Authority Board of Commissioners.

PEST CONTROL POLICY

The goal of VIHA is to control the presence of rodents, termites, cockroaches, and other pests that are causing or are expected to cause more harm than is reasonable to accept, through a combination of:

- Prevention - keeping a pest from becoming a problem
- Suppression - reducing pest numbers or damage to an acceptable level, and
- Eradication - destroying an entire pest population

Prevention may be a goal when the pest's presence or abundance can be predicted in advance.

Suppression is a common goal in many pest situations. The intent is to reduce the number of pests to a level where the harm they are causing is acceptable.

Eradication is a rare goal in outdoor situations, because it is difficult to achieve. In indoor areas, the eradication is a more common goal. Enclosed environments usually are smaller, less complex, and more easily controlled than outdoor areas.

The first step in pest management is to identify the pests that are causing the problem. It then becomes essential to learn about the life cycle and behavior of the pests to facilitate the development of a plan(s) to manage them.

To achieve this goal VIHA will solicit a Request for Proposals (RFP) targeted at pest control professionals, to 1) identify the specific types of pests present in the interior and exterior of buildings, common areas, and grounds in all housing communities, 2) develop pest management strategies for each type, 3) implement pest control strategies, 4) develop educational material for Tenants in garbage management to discourage flies and rodents, cleanup of food crumbs in the home, and the elimination of paper bags, newspapers, and other materials that provide food and shelter for pests such as cockroaches and rodents, and 5) monitor the results of the implemented strategies.

The Maintenance Department will develop an exclusion or pest-proofing program to manage pests in the home environment by denying them access. Rodents and other pests can be excluded from homes by permanently closing entrance holes with caulking, steel wool or structural repairs. Pests can also be kept out by caulking holes and cracks and ensuring that doors and windows are tightly sealed and screened. The use of yellow light bulbs (instead of the more conventional white bulbs) outside entrances will attract fewer kinds of insects.

PET POLICY

A. DEFINITION

Common Household Pet: A domesticated animal, such as a dog (as specified below), cat, bird, rodent (including a rabbit), fish, turtle which is traditionally taken for commercial purposes. Common household pets do not include reptiles (except turtles)

B. RULES AND REGULATIONS

Written permission for owning pets will be granted to Tenants of Public Housing provided that they comply with the terms and conditions of the Pet Ownership and Responsibility Addendum to Lease Agreement. Particular consideration will be given to elderly and disabled Tenants living in elderly communities or designated elderly areas, who require the services or benefits of a seeing eye or hearing pet or other animal that is considered as auxiliary aid. Tenants requesting a pet are required to pay a $50.00 dollar pet deposit. However, elderly and disabled Tenants living in elderly communities, or designated elderly areas with animals considered as auxiliary aid as previously described above, are exempted from paying the required $50.00 pet deposit.

Tenant is permitted to own one common household pet, herein described as _____ hereinafter referred to as Pet in accordance with the following rules for keeping pets.

The regulations governing common household pets for the purposes of Housing Programs defines a pet as a domesticated animal, such as a dog, cat, bird, gerbil, hamster, rabbit, fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

If this definition conflicts with any applicable Territorial or Local Law or regulation defining the pets that may be owned or kept in dwelling accommodations, the Territorial or Local Law or regulation shall apply. This definition shall not include animals that are used to assist persons with disabilities.

Please note that Title 19, Section 2615c of the V.I. Code specifically prohibits any occupant or Tenant in public housing from owning, breeding or housing any dangerous dog or pet, except seeing eye dogs, within such community. Owning a dangerous dog or pet (i.e. pit bull, rottweiler, snakes, etc.) is strictly prohibited and is a violation of Section 12 (W) of the Dwelling Lease

Virgin Islands Housing Authority will not restrict or discriminate against any person in connection with admission to or continued occupancy by reason of pet ownership or presence of such pets in the dwelling unit and will exclude rules and policies of pet ownership for animals used to assist persons with a disability and elderly persons.

Pet rules and policy are amended to address and incorporate the following mandatory pet rules as follows:

1. If a warm-blooded animal, pet will not exceed 25 pounds in weight or 12 inches shoulder height at mature growth.

2. Addendum to Lease shall be executed and applicable pet deposits paid prior to the allowance of a pet on premises. A security deposit of Fifty Dollars ($50.00) shall be required of all Tenants wishing to have a pet residing on the premises. The security deposit is to cover potential damage by the Pet and will be returned in part or in full depending on the cost of damages incurred as a direct result of Pet, as assessed by Management at time Tenant vacates the premises.

3. Tenants will be required to show proof that his/her Pet has been properly vaccinated for rabies, and that all local licensing requirements have been met. Note that the V.I. Code at Section 2605 requires that a license must be obtained for all dogs. No Pet shall be allowed on premises if it has not been properly vaccinated. Tenants must have his/her Pet checked by a recognized veterinarian at least once a year to insure proper vaccination. Tenants must bring license and proof of vaccination to the Management Office to be duly filed during annual re-examination.

4. Tenants will be solely responsible for maintenance of Pet in a healthy environment and must insure that Pet receives proper standard care and humane treatment. Since Pet is a warm-blooded animal, Pet must be licensed and wear a collar which displays an identification tag. Pets must be neutered or spayed prior to being allowed on the premises. Tenants are responsible for controlling odors caused by presence of Pet in and around the unit.

5. All Pets must be boarded in the dwelling unit and will not be allowed outdoors unless it is accompanied by Tenant or adult member of Tenant's household. If Pet is a warm-blooded animal, when outdoors shall be on a leash, no longer than five (5) feet long, or carried in a closed ventilated container. If Pet is a bird, it must be caged at all times both in the dwelling unit and outside. At no time will pets be allowed in common areas.

6. Tenants shall insure that the Pet does not wander into neighboring yards or common areas. Tenant shall be solely responsible for insuring that Pet waste caused by Pet is properly disposed of in plastic bags in community dumpsters. If, at any time, Pet is found outside, the Tenant shall be fined. Pets shall not be walked in or around tiny tot areas, recreational areas or other social areas where Tenants congregate.

7. No Pet shall be left unattended in the dwelling unit for a period of time in excess of twelve (12) hours.

8. Pet owners are responsible for any disturbance on a consistent basis as a result of constant barking, whining, or scratching on the part of the Pet.

9. Any pet causing infestation or damage to the building, grounds, flooring, finish tiles, carpeting, walls, etc., will not be considered normal wear and tear and will be considered the complete responsibility of the Tenant pursuant to the terms and conditions of the Lease Agreement to which this Addendum is affixed. All expenses and costs involved in the repair of damages caused by Tenant's Pet shall be deducted from the current balance of security charges. If damages are greater than the existing balance, Tenant shall be responsible for the additional costs.

10. Pets of family members and guests will not be allowed on the premises without the prior written approval of Management.

11. Tenant indemnifies Management for all claims regarding any loss or personal injury caused by the Tenant's pet to any other Tenant, guest or employee in the building(s) or on the premises.

12. Any violation of the provisions contained herein will be construed as a health and safety violation and therefore be considered a breach of the Lease Agreement and subject to eviction procedures contained herein.

13. If the subject Tenant becomes incapable of caring for the Pet as outlined above, because of illness, incapacitation or death, Management retains the right to remove said Pet from the premises and to deliver to the Agency or individual stated below. Provided, however, that if the new pet caretaker is a Tenant of public housing, they shall execute the Pet Agreement to care for the Pet.

REASONABLE ACCOMMODATIONS POLICY

VIHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on VIHA forms and letters to all families, and all requests will be verified so that VIHA can properly accommodate the need presented by the disability.

The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and their implementing regulations, define an individual or person with a disability as a person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such impairment.

The definition does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Federal disability discrimination laws do not cover persons whose tenancy would pose a threat to the health and safety of others or whose tenancy would result in substantial physical damage to the property of others. However, neither Section 504 nor the Fair Housing Act allow for exclusion of individuals based on fear or stereotype about a particular disability or persons with disabilities in general.

A determination that an individual poses a threat will rely on an individualized assessment that is based on reliable objective evidence (e.g. current conduct, a recent history of overt acts). VIHA's good faith belief or speculation that an individual poses a direct threat is not sufficient. The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable modifications of rules, policies, practices, procedures, or services that will reduce or eliminate the risk of a direct threat. Consequently, in evaluating a recent history of overt acts, VIHA must take into account whether the individual has received intervening treatment and medication that has reduced or eliminated the risk of direct threat. In such a situation, VIHA may request that the individual document how the circumstances have changed so that he/she no longer poses a direct threat. VIHA must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him or her from housing on that basis.

Accessibility in Communication

VIHA will ensure that its application and admissions process is accessible to persons with disabilities. For example, documents should be made accessible in Braille format for vision impaired applicants and sign language interpreters for hearing impaired applicants; having large type materials available, if applicant is not able to read (or to read English); having intake staff read and explain orally anything that they would normally hand to an applicant to be read or filled out.

RENT COLLECTION POLICY

A. POLICY STATEMENT

This Policy is adopted by the Virgin Islands Housing Authority (VIHA) and applies to all Tenants. It addresses the manner in which Tenants must pay their monthly rent and the consequences of late payment or non-payment. This Policy is consistent with HUD Regulations and the Housing Authority's Dwelling Lease. VIHA is committed to enforcing this Policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designed to achieve the following goals:

- Reduce VIHA's Rents Uncollected Year-to-Date to no more than 4% or Grade "A";
- Clarify for both Tenants and staff, VIHA's posture with regard to rent collection;
- Establish strict guidelines extending rent payments only in extenuating circumstances as defined by VIHA and contained herein;
- Streamline and simplify the summary process actions taken by VIHA.

B. MONTHLY RENT

1. In accordance with HUD regulations. Tenants are charged 30% of the family's monthly adjusted income or 10% of the family's monthly annual income, whichever is greater. Adjusted income is calculated by deducting from gross income allowable expenses, such as childcare and medical expenses, as well as deductions for dependents and elderly households. Eligibility for specific allowances depends upon the Tenant's individual circumstances. Tenants residing in units where some or all of the utilities are paid directly by the Tenant receive a utility allowance in the form of a monthly rent reduction.

2. Tenants are required to report their income annually to VIHA and rent is adjusted accordingly. During the course of the year, Tenants may be eligible for reductions in their rent if they suffer a loss of income or an increase in allowable expenses.

3. Because rents in public housing are based upon a Tenant's ability to pay, they are, in all cases, reasonable and affordable. VIHA's policy on rent collection takes these facts into consideration.

4. Minimum Rent: Tenants participating in Public housing must pay a Total Tenant Payment (TTP) of at least Fifty Dollars ($50.00).

   (a) VIHA will allow Tenants to claim hardship exceptions to minimum rent under the following circumstances:

i. The household has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public housing benefits, but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
ii. When the family would be evicted because it is unable to pay a minimum rent;
iii. The household income has decreased because of a change in circumstances, including loss of employment; or
iv. There has been a death in the household;

b. If a family requests a financial hardship exemption, VIHA will, within ten (10) working days, suspend the minimum rent requirement beginning the month following the family's requests for a hardship exemption, and continuing until VIHA determines whether there is a qualifying financial hardship and whether it is temporary or long term;
c. VIHA will promptly determine whether a qualifying hardship exists and whether it is temporary or long term through third party verification;
d. VIHA will 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;
e. If VIHA determines that the financial hardship is temporary or short term (90 days or less), VIHA will reinstate the minimum rent from the beginning of the suspension of the minimum rent. VIHA will offer the family a reasonable repayment agreement for the amount of back minimum rent owned by the family.
f. If VIHA determines a qualified financial hardship is long term (more than 90 days), VIHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.
g. The financial hardship exemption only applies to payment of the minimum rent and not to the other elements used to calculate the Total Tenant Payment (TTP).
h. Families who are adversely affected by this requirement have the right to review through VIHA's Grievance Procedures without paying a deposit in escrow.

C. **Choice of Rental Payment**: Upon completion of the interviewing process, VIHA will provide households with information on both an income-based rent and a flat rent. A Worksheet will be provided on how income-based rent is determined and the flat rate schedule. The Tenant is required to make a choice of rental payment of either the income-based rent or the flat rent per bedroom size in writing to the Housing Manager's office within ten (10) business days from the date of the Notice.

1. For Tenants who elect to pay an income-based rent, VIHA must conduct a re-determination of family's income and composition annually and must make appropriate adjustments in the rent after consultation with the family and upon verification of the information.

2. For Tenants who elect a flat rent, VIHA must conduct a review of income once every three (3) years. However, Tenants must still comply with the established policies on annual re-determination of family composition and compliance with the Community Services and Self Sufficiency Program requirements.

3. VIHA will allow Tenants the choice to switch from a flat rent to an income-based rent due to financial hardship. A Tenant is experiencing financial hardship if the following circumstances are met:

    a. The Tenant has experienced a decrease in income because of changes in circumstances as follows:

        1. Loss or reduction of employment income expected to last at least sixty (60) days;
        2. Loss of income due to death of a family member;
        3. Reduction in or loss of earnings or other assistance;
        4. Excessive travel expenses, in an amount exceeding $50.00 per family per week for travel to employment, education or training;

    b. The Tenant has experienced an increase in expenses as follows:

        1. An increase in medical cost in excess of 3% of annual income;
        2. An increase in child care expenses, not prepaid or reimbursed, for the care of a family member under the age of 13, so that another family member can work, go to school, or participate in a self-sufficiency program; and
        3. An increase caused by a family member's enrollment in an institution of higher learning or secondary education and vocational school for upward mobility.

D. Disallowance of Earned Income: This policy exempts earned income of families who start employment or self-sufficiency programs by phasing in the impact on rent of an increase in earned income of certain families.

1. VIHA will not increase a public housing family's rent for a period of twelve (12) months if the increase in income results from the following:

    a. Earnings of a previously unemployed family member who was unemployed for one (1) or more years prior to employment. Previously

unemployed includes a person who has earned, in the twelve months prior to employment, no more than would be received for 10 hours of work per week for 50 weeks at minimum wage; or

b. Earnings of a family member during participation in a self-sufficiency or job training program; or

c. Earnings of a family member that had been receiving welfare in the previous six (6) months.

2. The Authority will exclude the annual income of a qualified family member from the date a member of a qualified family is first employed or the family first experiences an increase in annual income.

3. After the initial twelve (12) months disallowance, a family's rent increase will be phased-in. The phase-in rent cannot increase as a result of the earned income by more than fifty percent (50%) for an additional twelve (12) months.

4. Although VIHA will not increase the family's annual income on which the income-based rent is based, the actual change in family income will be verified through third-party verification and recorded in the data system;

5. Disallowance of increased income of an individual family member for both the initial 12-months exclusion and the second 12-month exclusion and phase-in is limited to a lifetime 48 month period; and

6. Within the lifetime 48 month period, the initial or full exclusion of increased income cannot be longer than 12 months and the exclusion of 50% of increased income cannot be longer than 12 months;

7. The disallowance of increases in income as a result of employment does not apply for purposes of admission, including the determination of income eligibility and income targeting.

8. VIHA will not reduce the annual income of families residing in public housing because of a reduction in the family's welfare assistance because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement.

E. Income Changes Resulting From Non-Compliance with Welfare Program Requirements: VIHA will not reduce the annual income of families residing in public housing because of a reduction in the family's welfare assistance due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activity requirement.

1. Reduction in welfare assistance is not to be treated as failure to participate in an economic self-sufficiency program or to satisfy a work activity requirement if the reduction resulted as follows:

   a. The expiration of a lifetime or other time limit on payment of benefits;
   b. When a Tenant has sought, but cannot find employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
   c. A family members has not complied with other welfare agency requirements;

2. When Tenant requests a rent reduction based on a reduction in the family's income from welfare, VIHA must obtain written verification from the welfare agency on the reason for such and any subsequent changes in the term or amount of such specified welfare benefit reduction. VIHA will use this information to determine the amount of imputed welfare income for a family;

3. The Tenant's annual income includes imputed welfare income in family annual income, as determined during interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction;

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

5. If the reduction is the result of the Tenant's failure to participate in an economic self-sufficiency program or comply with work activity requirement or fraud by family, VIHA will not reduce the Tenant's rent; and

6. Tenants who are adversely affected by this requirement have the right to review through VIHA's Grievance Procedures without paying a deposit in escrow.

F. Rent Payments

All Tenants receive a bill from VIHA by mail on or about the first (1st) of each month. The bill indicates the rent due, as well as any miscellaneous charges due. Rent is DUE on the first (1st) day of the month and is payable on or before the tenth (10th) calendar day of the month. Rent payments will be considered delinquent after the tenth (10th) calendar day of the month and rent collection efforts will be initiated. Rent payments will be considered delinquent after the tenth calendar day of the month and rent collection efforts

will be initiated. If the Tenant fails to make payment by the 10th day of the month, a late fee of $25.00 shall be assessed.

Payments may be made to Banco Popular of the Virgin Islands. No payments shall be accepted at the Management Office of the Community ("Management Office") or the Administrative Offices.

Any checks that are returned for insufficient funds shall result in Tenants being assessed a $20 processing fee. VIHA reserves the right to refuse to accept personal checks from Tenants who issued a check that has been dishonored.

Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. This rent will remain in effect until changed in accordance with VIHA policy. VIHA agrees to accept rental payments without regard to any other charge owed by Tenant to VIHA, and to seek separate legal remedy for collection of any such charge. Tenant agrees that acceptance of payments by VIHA shall not constitute a waiver of any claims made.

The above rental includes the costs associated with the Tenant's consumption of water. VIHA agrees to furnish Tenants with potable water paid directly by VIHA. Tenant agrees to consume potable water in reasonable quantities. Research indicates that reasonable water consumption for Virgin Islands Housing Authority Tenants is sixty (60) gallons per person per day.

Tenant shall timely pay the full cost of electricity, propane gas and all other utilities and payments for these items shall be made directly to the vendor(s). To compensate Tenant for the average estimated cost of providing these utilities, Tenant will be given a Utility Allowance ("Utility Allowance"). The amount of the current Utility Allowance for the unit is provided in the Utility Allowance Schedule that is posted and available for review in the Management Office.

G. Rent Disputes

Tenants who wish to dispute the amount of rent or other charges billed may do so through VIHA's Grievance Procedure. A copy of the Grievance Procedure is available in each office, and Management staff can assist Tenants in informally settling the grievance and scheduling any subsequent hearing. VIHA enforces the escrow requirements contained in the Grievance Procedures.

Whether or not a Tenant chooses to exercise his/her rights under the Grievance Procedures, he/she may present the case in court if VIHA initiates legal action.

H. Repayment Agreements

In extenuating circumstances, Tenants may request a "Repayment Agreement" extending the time allowed to make full payment of an outstanding balance. VIHA is under no

obligation to approve and execute Repayment Agreements and does so only as an accommodation to Tenants. If Tenant defaults, VIHA will initiate legal action.

Requests for Repayment Agreements must be made in writing to the Housing Manager no later than the expiration date of the 14/30-Day Notice of Termination (See Section VII below). Management will then refer all requests to the Legal Department who is authorized to approve such requests only if all of the following conditions are met:

1. A Repayment Agreement form (attached) is properly completed and executed.

2. The Agreement stipulates that one-half (1/2) of outstanding balance will be paid upon execution of the Agreement and the remaining balance will be paid within a period not to exceed five (5) months.

3. The Tenant is experiencing one of the following circumstances and has presented the documentation indicated below:

(a) Circumstance
A check for payment of wages or benefits was lost or stolen, was promptly reported to the income source of the Tenant, and a replacement check is forthcoming.

Documentation
A letter from the employer or agency verifying the circumstances and estimating the receipt date of the replacement check.

(b) Circumstance
Wages or benefits were abruptly and temporarily discontinued and will resume in no more than 30 days.

Documentation
A letter from the employer or agency verifying the circumstances and estimating the date income will resume.

(c) Circumstance
Medical and funeral expenses.

Documentation
Certification from Physician for illness and bill from the Funeral Home covering burial costs.

Other unforeseen circumstances that typically pose financial hardships (i.e. loss of job, permanent discontinuance or reduction in benefits) will entitle Tenants to rent reductions effective the first (1st) of the month following the month reported to Management by Tenant. Therefore, they are not grounds for extending payments. Tenants who need

assistance in coping with financial problems are invited to contact their Housing Manager or the Authority's Community Services Staff. Information and referral services to community agencies can be provided.

Repayment Agreements will not be approved, regardless of the situation, if the request is made after the expiration of the 14/30-Day Demand. At this point, the Tenant is delinquent and, in the absence of full rent payment, VIHA will proceed with legal action for eviction from the premises and collection of outstanding balance due despite any partial payments made. Tenants are expected, therefore, to act promptly in reporting situations, which may make timely payment difficult.

I. Summary Process Action

Non-payment of rent is considered a serious violation of the Lease Agreement between the Tenant and the Authority. In all cases, the Authority will aggressively pursue the collection of the amount due and owed. Following is a description of all steps taken and notices issued in connection with summary process actions.

1. A "14/30-Day Notice of Termination" (Notice of Proposed Termination of Lease and of Proposed Eviction Proceeding) is sent by first class mail or hand delivered to each delinquent Tenant on or about the 15th day of the month. This Notice informs the Tenant that payment has not been received and that VIHA proposes to terminate his/her Lease. The Notice also offers the Tenant an opportunity to exercise his/her rights under the Grievance Procedure.

   The Notice provides a date by which the Tenant may act and avoid legal action. If a Tenant offers full payment by this date, the payment will be accepted and no further action will be taken. By the deadline date, if the Tenant has not:

   - requested and obtained a Repayment Agreement;
   - exercised Tenant rights under the Grievance Procedure;
   - paid his/her rent in full; or
   - vacated the apartment, VIHA will proceed with legal action.

2. A complaint for Forcible Entry and Detainer is filed with the Court, commencing legal action. Public Housing Management Division staff is not authorized to accept any payments from Tenants (full or partial) once the matter is submitted to the Legal Department for action. Tenants who wish to make payments are referred to the Legal Counsel or Designee who will determine, in accordance with the Policy, whether or not to accept payment and discontinue legal action (See Section VII below). The Complaint demands possession of the apartment and/or full payment of the balance due. A Summons requires the Tenant to file an "Appearance

and an answer in Court. The case heard by the Judge and a decision is rendered.

3. If the court rules in favor of VIHA, a Judgment will be awarded demanding payment and/or eviction of the Tenant by a specific date. VIHA then requests that the Court issue a Writ, which will be served by a Marshal from the Court. The Marshal shall advise the Tenant in advance of the date and time of the eviction.

4. In executing evictions, VIHA will abide by any and all notice requirements in effect at the time of the action.

J. Discontinuing Eviction Action

VIHA is under no obligation to discontinue eviction actions once the Judgment is awarded. However, it is not in the interest of either party for VIHA to proceed with an eviction against a Tenant who is generally a prompt payer. Tenants are considered to have a positive rent paying history or good rent paying habits when they have not been subject to eviction action twice during a twelve (12) month period and/or were not delinquent with rent payments more than three (3) times in a twelve (12) month period. If eviction action commences against such a Tenant, VIHA reserves the right to accept full payment, if offered, if payment is made prior to the filing if the Writ Restitution.

Tenants are considered to have a negative rent paying history or poor rent paying habits when they have been subject to eviction action twice during the twelve (12)-month period and/or were delinquent with the rent payments three (3) or more times in a twelve- (12) month period. If eviction action commences against such a Tenant, VIHA will accept, at its discretion, any payments offered "for use and occupancy only" and proceed with the eviction.

Only the Executive Director (or his/her designee) has the authority to exercise these options once legal action begins.

K. Consequences for Having a Negative Rent Paying History

Tenants with negative rent paying history or poor rent paying habits as defined in Section VII shall not be eligible for Homeownership Opportunities until such time as they can demonstrate to the Authority a positive rent paying history and/or good rent paying habits for a period of twelve (12) months as defined in Section VII above.

L. Enforcement of This Policy

This Policy is enforced by the Public Housing Management staff and Legal Counsel of VIHA. Only the Executive Director or his designee has the authority to waive any provisions of this Policy after careful consideration of the facts in a specific case. Tenants who believe that their circumstances warrant such consideration are invited to promptly

state their case, in writing, to the Executive Director. The Tenant may do this directly, or through the Housing Manager. The Executive Director will respond within a reasonable time to each inquiry, stating the decision and the reasons for the decision.

SATELLITE DISH POLICY

It is the policy of the Virgin Islands Housing Authority that the use of satellite dishes by Tenants is only permissible when done in accordance with the provisions of the dwelling lease. Tenants are specifically directed to the Dwelling Lease, Restrictions on Alterations, which forbids Tenants from placing "any aerials, antennas, or other electrical connections on the unit or building", among other things. In addition, Tenants are reminded that according to the Dwelling Lease, Maintenance, Tenants and their guests are to refrain from destroying, defacing, damaging or removing any part of the premises.

Accordingly, VIHA has determined that any Tenant who intends to utilize a satellite dish must obtain prior written approval from the Virgin Islands Housing Authority and ensure that it is installed in compliance with the Dwelling Lease. Satellite dishes must be restricted to your unit and only the area assigned for exclusive use. The use of a satellite dish must not interfere with common areas and the rights of others to peaceful enjoyment of the premises.

Satellite dishes on VIHA properties must not exceed 30 inches in diameter.

Failure to comply with these restrictions will constitute a lease violation.

USE OF COMMUNITY CENTERS POLICY

INTRODUCTION

The Community Center is a facility that was built with the prime objective of providing a setting that would serve to help in the enrichment of the lives of the Tenants of the Housing Community. The degree to which this objective becomes a reality depends jointly on both Management and Tenants of the community. However, since the center is under the jurisdiction of the Virgin Islands Housing Authority, final responsibility for its property use, like all other facilities in the community, must rest with the Housing Manager who represents the Virgin Islands Housing Authority. Consistent with this, the Rules and Regulations, which are designed to assist both Management and Tenants in understanding their respective responsibilities relative to the use of the Center, have been developed.

A. GENERAL CONDITIONS

1. Who may use the Center?

   Any legal Tenant (21 years or over) of the Housing Community is eligible to use the Center. However, individuals or groups wishing to use the Center for meetings, parties, plays, dances, weddings, christenings, etc., must first obtain permission from the Housing Manager who may consult with officers of the Tenant Council prior to making a decision. Outside groups must be sponsored by a member of the Tenant Council.

2. How to apply for the Center?

   To obtain approval to use the Center, a written request must be submitted to the Housing Manager. The request must contain the following information: (a) name of the person applying, (b) date of the application, (c) date for which you are applying, (d) purpose for which the Center will be used, (e) time during which the Center will be used, and (f) your signature.

   The request must be submitted to the Housing Manager at least two (2) weeks in advance of the date of the planned function. Within ten (10) working days following the receipts of the application, the Housing Manager, after consultation with the Tenant Council and securing a Center Monitor for the function, shall notify the applicant. To facilitate submission of request for use of the Center, application forms are available in the Housing Manager's Office. Managers are not to accept cash monies for the use of the center. Assessment of reported and documented damages must be referred to the Public Housing Management Coordinator for further action.

3. Management realized that there will be occasions when the Housing Manager is away (such as holidays or weekends) and the Tenants may wish to use the Center. During these times, in keeping with the established policy of making the Center available to Tenants as often as possible, the Housing Manager will designate a member of the Tenant Council as his/her representative. This person, acting in concert with other officers of the Council, shall be provided with the keys to the Center, and shall be responsible for making on-the-spot decisions regarding the use of the Center during the absence of the Housing Manager. Problems arising during these periods must be brought to the attention of the Housing Manager, in writing, by his representative as soon as the Housing Manager is available or to the Public Housing Management Coordinator.

4. Whenever the use of the Center is being requested in the interest of an organized group, the name of the group shall appear on the application and this person shall be held responsible for the group's compliance with the Rules and Regulations.

5. The Housing Manager or his representative shall have the right to inspect the Center prior to, during or after each function in order to make an assessment and evaluation.

6. In the event of damages to the property or equipment, the sole responsibility for repairs or replacement shall rest with the person or group who receives permission to use the Center. Police reports shall document damages or stolen items.

7. Closing time will be 11:00 p.m.; except in special circumstances in which case the Housing Manager will determine beginning and closing times after consulting with the applicant and Tenant Council. In special cases, the center may be kept open until 2:00 a.m.; however, only in extra ordinary circumstances will any activity be permitted after 2:00 p.m. Special events approved for after 10:00 p.m. must be mindful of the Authority's quiet hours and will have to lower the music and noise.

8. Criticisms and suggestions concerning the operation of the Center shall be made to the Housing Manager in writing.

9. Failure to comply with Rules and Regulations will result in the person or group forfeiting their rights for further consideration and legal action will be taken, if necessary.

10. In order to deal with cases involving a breach of the Rules and Regulations, a hearing committee consisting of the Housing Manager, President of the Tenant Council, Community Services Specialist and Public Housing Management Coordinator has been established. This committee will determine whether a reprimand, suspension, denial of the Center activities or legal action is necessary.

11. A weekly activity schedule will be posted so that Tenants can be aware of activities planned for the Center.

B. FEES

12. Non-Tenants who request the use of the Center will be required to pay a non-refundable deposit of $100.00 with the application. However, Tenants have first preference for the use of the Center if a conflict in scheduling arises.

13. Employees of Public Housing and non-Tenants will be asked to pay a refundable deposit of $150.00 for the use of tables and chairs.
14. Tenants requesting the use of tables and chairs are not allowed to take them outside the community.

15. Tenants will be required to pay a refundable deposit of $25.00 for the use of tables and chairs in their homes.

16. Deposits will be accepted in the form of money order only completely filled out and made payable to the Virgin Islands Housing Authority.

17. Any damages to tables, chairs and the Community Center will be deducted from the refundable deposit. Deposits will be refunded to Tenants within a two (2) week period.

C. SPECIAL CONDITIONS

18. Persons or groups receiving permission must comply with the following requirements:

    a. Floors must be swept and mopped after each function.
    b. Toilet areas must be cleaned; toilets flushed; urinals and washbasins cleaned, floor swept and mopped.
    c. Garbage must be collected and removed.
    d. Kitchen equipment, utensils and furnishing must be cleaned and floor swept and mopped if kitchen has been used.
    e. Supplies and furnishing, such as chairs, tables, books benches, etc. must be returned to their proper places.
    f. The grounds, i.e. area surrounding the center must be cleared of debris (paper or plastic cups, plates, cans, bottles, napkins, etc.)
    g. Walls must be washed if this is required by Housing Manager.
    h. After the activity, all doors and gates must be properly secured.
    i. All lights will be turned off except those outside lights that are required to be on.

j. A center monitor will be assigned to open and close the Center and to fill out the post function section of the application with the Tenant.
k. The function must end before or at the time designed.
l. Tables and chairs must be returned in the same condition as when loaned.
m. If other recreational areas are requested, the grounds and surrounding areas must be cleared of debris and garbage and damages to the recreational equipment will be deducted from the security deposit.

VACATED TENANTS ACCOUNT POLICY & PROCEDURES

1. As soon as a Tenant's intention to move becomes known, the Housing Manager shall discuss any rental delinquency with Tenant(s), explain carefully all charges included and inform the Tenant of his/her legal responsibilities under the dwelling lease to pay all costs incurred by the Authority in collecting the rent owed. The Tenant(s) should be reminded that moving from the Community in no way relieves him/her of their responsibilities for paying the amount owed to the Virgin Islands Housing Authority. If the account cannot be collected in full, the Housing Manager should secure an agreement duly signed by the Tenant and Housing Manager setting forth the terms of payment. Copies of the agreement are then routed to the Tenant, Public Housing Management Coordinator, Legal Department, and Chief Financial Office, and the Tenant's file.

2. Where a satisfactory terminal interview was not held or where the terms of an agreement to pay have been breached, if the vacated Tenant's new address is known, the Tenant shall be sent a statement of account, including the cost of repairing any damage revealed on inspection of the vacated unit, and a demand for immediate payment. If the account is not paid promptly or suitable arrangements for payment made, the case is then referred for legal action for amounts totaling Twenty-Five Dollars ($25.00) and above. These actions shall be initiated within two (2) weeks after move-out date.

   If the Tenant's new address is not known, and the amount owed equals or exceeds Twenty-Five Dollars ($25.00), efforts shall be made to locate him/her and the actions listed in the preceding paragraph taken promptly, unless it is known that the vacated Tenant is residing outside the legal jurisdiction of the U.S. Virgin Islands. Efforts to locate a vacated Tenant shall include but not be limited to a call or visit to his/her last known employer, checking with his/her former neighbors in the Community, personal references or emergency addresses shown on the original application for admission, post office, Government agencies, utility companies and banks and other lending institutions.

3. A report shall be prepared by the Housing Manager for each vacated account in the form as established by the Virgin Islands Housing Authority. This report should include but not be limited to:

   a. Monthly rent of Tenant
   b. Size and nature of vacated account
   c. Resume of Tenants' rent paying habits
   d. Circumstances of move from community, including condition of apartment
   e. Resume of exit interview and details of agreement for payment of amounts owed the Authority
   f. Listing of collection efforts subsequent to move-out

g. Tenant's new address and place of employment if available
h. Any other pertinent information known to Housing Manager which might affect collection efforts

4. The Housing Manager shall institute legal action against each vacated Tenant residing in the Virgin Islands and owing Twenty Five Dollars ($25.00) or more to the Authority unless he/she has demonstrated his/her intent to faithfully pay amounts owed in accordance with a signed agreement. Legal action should be continued and judgment obtained even if an account is written off as collection loss.

5. When a vacated Tenant account has not been collected after the efforts prescribed above to collect have been made, or the vacated Tenant has left the legal jurisdiction of the U.S. Virgin Islands for residence outside the Virgin Islands, or the vacated Tenant has died and left no estate or responsible family member, the Executive Director shall prepare a recommendation to the Board of Commissioners that the amounts owed be charged off to collection loss.

6. Not more often than quarterly, nor less often than annually, the Executive Director shall submit to the Board of Commissioners a list of accounts considered uncollectible in accordance with the preceding paragraph of this Procedure, indicating the basis for such determination and the efforts taken to attempt collection. Accounts which offer some expectation of even partial collection and those on which the vacated is making payments shall not be charged off notwithstanding the age of the account. An amount charged off to collection loss is still owed to the Virgin Islands Housing Authority and efforts to collect it shall continue to be made whenever the opportunity presents itself.

7. The Virgin Islands Housing Authority shall prepare and maintain a "List of Vacated Tenants Accounts." The list shall include all accounts of Tenants who have moved from any one of the housing communities during a given year and who still owe monies to the Authority. Lists shall be maintained and continually up-dated.

   The list shall include all community and all accounts for a given year even if they have been charged off as uncollectible. The list shall contain but not be limited to the following information:

   a. Complete name of lessee
   b. Last known permanent address outside the community
   c. Dates of residency with VIHA
   d. Amount owed at time of move-out
   e. Amount paid after move-out
   f. Present balance owed to the Authority
   g. Status of legal action

The "List of Vacated Tenant Accounts" for the current year shall be revised quarterly to add recent move-outs and/or delete names of those who have paid in full monies owed. Copies shall be furnished to each Authority employee who accepts applications for admission or is responsible for selecting new Tenants. All persons applying for admission or selected for occupancy shall be checked against the "List of Vacated Tenant Accounts" to determine if they owe monies to the Authority for a previous tenancy in any one of the housing communities. No family shall be admitted to a community until such time as they pay in full all amounts owed.

VIOLENCE AGAINST WOMEN POLICY

Certification of Domestic Violence, Dating Violence, or Stalking for Protection under VAWA 2005

Violence Against Women and Department of Justice Reauthorization Act of 2005, Public Law 109-169, §§ 606-607, 119 Stat. 2960 (Jan. 5, 2006).

The Violence Against Women Act of 2005 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. These provisions apply both to public housing agencies and to landlords renting to individuals using tenant-based Section 8 vouchers or residing in project-based Section 8 housing.

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

Sections 606 and 607 of the Violence Against Women's Act of 2005 add certification and confidentiality provisions that allow for VIHA to request an individual to certify via a HUD approved certification form that an individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences of abuse are bona fide. HUD has developed such a form that meets the requirements of the law.

At the time VIHA provides a tenant with a notice of termination of tenancy and eviction, VIHA may request that an individual certify to domestic violence protection using such a form. Also, VIHA may include such a certification form as part of a tenant packet or have such forms available at an administrative office. A separate certification form is required for each domestic violence incident. Without such a certification, VIHA may terminate the lease.

The certification may include the name of the perpetrator. An individual must provide such a certification within 14 business days after VIHA requests such a certification. VIHA may extend the 14-day deadline.

If an individual does not provide a certification within 14 business days after VIHA has requested such a certification in writing, then VIHA may evict any tenant or lawful occupant that commits violations of the lease.

An individual may satisfy the certification requirement by:

1) providing VIHA with documentation signed by an employee, agency, 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, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse. A victim of domestic violence, dating violence, or stalking must sign or attest to the documentation.

   Or:

2) producing a Federal, State, or local police or court record.

VIHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive protection from termination or eviction.

All information provided to VIHA is confidential.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

Date delivered to resident _____.

This form must be completed and returned by _____ (enter date, at least 14 business days after receipt by resident). If for some reason the resident cannot complete this form by this date, the resident should contact _____ at _____.

TO BE COMPLETED BY RESIDENT:

Name of the victim of domestic violence, dating violence or stalking: _____

Name(s) of residents listed on lease (if not the victim): _____

Name of the perpetrator of the violence (if known): _____

If name of perpetrator is not known, explain why:_____

Relation to victim: _____

Certification of the violence. (please check one):

- ☐ Attached a copy of a police report, [temporary or permanent restraining order], or [other]police or court record relating to the violence (bracketed language is not in the statute); OR
- ☐ Had the section below completed by a professional who helped me address the violence.

I hereby certify under penalty of perjury that the foregoing is true and correct.

Signature _____ Executed on (Date) _____

TO BE COMPLETED BY VICTIM SERVICE PROVIDER, ATTORNEY OR MEDICAL PROFESSIONAL, ONLY IF VICTIM IS CERTIFYING THE VIOLENCE BY A STATEMENT:

This section may be completed by an employee, agent, or volunteer of a victim service provider, attorney, or medical professional from whom the victim has sought assistance in addressing the violence or its effects.

Name of individual completing this section _____

What category best describes you? ☐ attorney ☐ medical provider ☐ victim service provider

Title _____Agency / business name _____

Phone Contact Information _____

Address _____

I hereby certify under penalty of perjury that the foregoing is true and correct and I believe that the incident(s) described above as a basis for eviction or housing termination are bona fide incidents of abuse.

_____

Signature _____ Executed on (Date) _____

APPENDIX B - VIHA COMMUNITIES

A. ST. THOMAS-ST. JOHN DISTRICT

Community	Number of Units
Paul M. Pearson Gardens VQ001001	120
H.H. Berg's Home VQ001004A	50
Oswald Harris Court VQ001005	300
Michael J. Kirwan Terrace VQ001007	138
H.H. Berg's Home Addition VQ001009	24
Lucinda Millin Home for the Elderly VQ001011	85
Tutu Hi-Rise Apartments VQ001016	376
Bovoni Development VQ001019	366
Anna's Retreat Heights VQ001032	1
Contant Knolls Development VQ001044	96

B. ST. CROIX DISTRICT

Community	Number of Units
D. Hamilton Jackson Terrace VQ001002	110
Ludvig E. Harrigan Court VQ001003	70
Alphonso "Piggy" Gerard VQ001004B	26
Marley Homes VQ001004C	34
Ralph de Chabert Place VQ001006	264
John F. Kennedy Terrace VQ001008	200
Marley Addition VQ001010	60
Aureo Diaz Heights VQ001012	100
Williams Delight Villas VQ001015	286
Walter I. M. Hodge Pavilion VQ001020	250
Wilford Pedro VQ001021	100
Mount Pleasant VQ001022	44
Candido Guadalupe Terrace VQ001024B	90
Joseph E. James Terrace VQ001033	34