

**PHA 5-Year and
Annual Plan**

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

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

**Second Annual PHA Plan
for Fiscal Year: 2011**

NORWALK HOUSING AUTHORITY

FINAL APPROVED VERSION : November, 2010

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: Norwalk Housing Authority PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): April 1 st 2011 PHA Code: CT002				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 823 Number of State of Ct Units: 74 Number of HCV units: 680 Number of Moderate Rehab HCV Units: 200				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: N/A				
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. N/A				

PHA Plan Update					
6.0	(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:				
	PHA Plan Element	Section/s in Prior Plan Format	Changed	Attached to this Plan	Only on File at the NHA
	PHA Plan 2010-2014 5 Year Goals and Prior Progress		Yes	Attachment A	
	Eligibility, Selection and Admissions Policies, including Deconcentration and	3.A and 3.B			√
	Eligibility	3.A.(1) 3.B.(1)	No		√
	Wait List Procedures.	3.A.(2) 3.B.(2)	No		√
	Selection	3.A.(3)	No		√
	Admissions Policies	3.A.(4) 3.B.(4)	Yes	Attachment B	
	Deconcentration	3.A.(6)	No		√
	Financial Resources	2	Yes	Attachment C	
	Rent Determination	4			√
	Income Based Rents	4.A.(1)	No		√
	Flat Rents	4.A.(2)	Yes	Attachment D	
	Payment Standards (HCV)	4.B.(1)	Yes	Attachment E	
	Minimum Rent	.B.(2)	No		√
	Operation and Management Utility Schedule	5	Yes	Attachment F	
	Operation and Management Maintenance Charges		Yes	Attachment G	
	Designated Housing for Elderly and Disabled Families	9	Yes		√
	Community Service and Self-Sufficiency	12	Yes		√
	Safety and Crime Prevention	13	No		√
	Pets	14	No		√
	RAB Members	18.B	Yes	Attachment H	
	CFP Annual Statement		Yes	Attachment I	
	CFP 5 Year Plan		Yes	Attachment J	
	Housing Needs Analysis		No		√
	Strategy for Addressing Needs		No		√
	Substantial Deviation		No	Attachment K	√
	Civil Rights Certification	15	Yes	Attachment L	
	Fiscal Year Audit	16	No		√
	Asset Management	17	No		√
Other Information required by HUD	18				
Violence Against Women Act (VAWA)	No section	No	Attachment M		
Grievance Procedure		Yes	Attachment N		
(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.					
Copies of the PHA Plan may be obtained from the NHA Office at 24 ½ Monroe St, Norwalk CT 06854 and on line at http://www.norwalkha.org					

7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>a. The NHA intends to make an application for HOPE VI/Choice Neighborhoods funding for Washington Village in 2010. It also intends to explore voluntary conversion, demolition and disposition and mixed financing and/or HOPE VI/Choice Neighborhoods and other funding opportunities for Roodner Court and Meadow Gardens.</p> <p>b. The NHA is exploring an opportunity to make application for a Planning Grant for Choice Neighborhoods and if selected by HUD, would likely submit a Choice Neighborhoods proposal.</p> <p>c. The NHA will continue and expand its self-sufficiency efforts through the FSS program and through its homeownership programs for public housing residents applying for Section 32 approval and for HCV participants through its current approved HCV homeownership program. It will make a formal request of the City of Norwalk to replenish the funds for the Norwalk Redevelopment Agency Down Payment Assistance program, which is critical for low income homeownership.</p> <p>d. The NHA will continue to examine the use of project based Section 8 both for redevelopment of existing public housing developments including Washington Village, Roodner Court and Meadow Garden and for other initiatives.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p style="text-align: center;"><i>See Attachment I – Separate Files</i></p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p style="text-align: center;"><i>See Attachment J – Separate Files</i></p>
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p>
9.1	
10.0	

N/A

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) <p style="text-align: center;"><i>See Attachment L</i></p>
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ATTACHMENTS:

#	Attachment/Document
A	2010-2014 Five Year Plan Goals & Progress for First Year 2010-2011
B	B1 Amendments to ACOP and HCV Administrative Plans
	B2 Bar-Out Policy for Non-Residents in or on NHA Properties
C	C1 Financial Resources
	C2 AMPs Budgets
D	Flat Rents Schedule
E	HCV Payment Standards (2 Tier)

#	Attachment/Document
F	Utility Schedule
G	Maintenance Charges
H	RAB List
I	CFP – Annual Statements
J	CFP – 5 Year Plan
K	Substantial Deviation and Substantial Amendment Policy
L	L1 Civil Rights Certification
	L2 Other Required Certifications [Attached Separately]
M	VAWA Policy
N	Grievance Procedure

Attachment A: 2010-2014 NHA Five Year Goals and Progress in Meeting Goals

Accomplishments April 1st 2010 through March 31st 2011 (including anticipated accomplishments through March 31st 2011)

Goal 1. Expand the supply of assisted housing

Strategies:

- a. Apply for additional rental vouchers when opportunities arise
- b. Create new public housing if an opportunity arises
- c. Leverage private along with other public funds to create additional housing opportunities
- d. Pursue improvements and expansion of Norwalk's inclusionary zoning by-law in Norwalk's 5 Year Consolidated Plan
- e. Pursue passage of linkage fees by-law in Norwalk's 5 Year Consolidated Plan

Outcomes Actual and Projected Through 3/31/2011:

1. Made input to the Consolidated Plan on linkage and inclusionary zoning, the latter of which was included in the final plan.
2. Applied for 100 vouchers for the disabled – application not funded by HUD
3. Secured HUD approval for the transfer of Ludlow Village to the HUD low rent public housing program, effective 10/1/2010

Goal 2. Improve the Quality of Assisted Housing

Strategies:

- a. Analyze what is required to become a HUD high performer under the new public housing assessment system and create an action plan for this
- b. Continue the high performance of the HCV program
- c. Continue to create or enhance programs serving NHA clients
 - i. Applications for grants and loans
 - ii. Improve the information systems, reporting and actions in response to reports
- d. Where warranted, redevelop obsolete public housing
- e. Continue efforts to become an MTW agency
- f. Pursue energy efficiency improvements

Outcomes Actual and Projected Through 3/31/2011:

1. The Housing Authority of the City of Norwalk received approval from HUD for the Federalization of one (1) State Developments Ludlow Village (30 dwelling units). As part of the federalization new energy star roofs were put in using ARRA funds.
2. The Housing Authority of the City of Norwalk prepared a Physical Needs Assessment (PNA) for all its developments that provided a comprehensive assessment of capital needs projected forward over a 20 year period. Over \$55m in capital needs were identified for Federal and State developments.
3. The Authority initiated the site improvements at Chapel Street Apartments and King Kennedy that were possible because of ARRA Funds that the Housing Authority of the City of Norwalk received. These physical improvements which include new site lighting, parking, fencing, porches and sheds will enhance the sites.
4. In terms of promoting energy efficiencies in our developments the Housing Authority of the City of Norwalk received two (2) competitive green grants under ARRA. Work items include the replacement of windows at Senior Court with energy star windows and the installation of Solar PV panels for domestic hot water. Work items at Leroy Downs include a new roof and Solar PV panels/Sun-drum for heating domestic hot water. At 20 West Avenue Solar PV panels/Sun-drum will be installed for domestic hot water.
5. Worked with utility companies to improve weatherization at Colonial Village, Roodner Court, Senior Court, Irving Freese and John Shostak, at no cost to the NHA
6. Maintained High Performance rating under HUD's SEMAP performance assessment

Goal 3. Increase Assisted Housing Choices

Strategies:

- a. Continue policies and procedures which enable voucher holders to move into better housing and better neighborhoods
- b. Continue homeownership programs for HCV participants and create a Section 32 program for public housing residents
- c. Pursue ways to use project based vouchers to increase housing quality and choices

Outcomes Actual and Projected Through 3/31/2011:

1. The NHA has continued the two tier Section 8 Payment Standard to encourage participants to rent in non-poverty neighborhoods (See Attachment E).
2. There have been four new home ownership purchases since April, 2010
3. To Increase Assisted Housing Choices & Deconcentration the NHA has continued the two tier Payment Standards program. From April 2010 to August 2010, the strategy has resulted in the following:
 - a. 27 families moved to upper tier (income) census tracks:
 - FSS participants 22.2%
 - Disabled 4%

- Non elderly 100%
 - White 48.1%
 - Black 51.9%
 - Ethnicity break down – Hispanic 26%. Non Hispanic 75%
 - Average age of participant 36 yrs.
- b. 37 families moved to lower tier (income) census tracts:
1. FSS participants 16%
 2. Disabled 12%
 3. Non elderly 33%
 4. White 35%
 5. Black 65%
 6. Ethnicity break down – Hispanic 6%. Non Hispanic 84%
 7. Average age of participant 43 yrs.

Since 2007, the overall outcomes of this policy have been as follows:

The percentage of families residing in higher income census tracts has increased by 32%
 The percentage of African-American families residing in higher income census tracts has increased by 39%
 The percentage of Hispanic families residing in higher income census tracts has increased by 38%

This confirms that the two tier program is working

Public Housing Deconcentration—

In the first two quarters of 2010 required no deconcentration actions.

Goal 4. Improve Quality of NHA Properties and the Neighborhoods they are in

Strategies:

- a. Continue deconcentration policies for public housing and for HCV
- b. Improve external appearance of properties and grounds
- c. Improve quality of building amenities and unit conditions
- d. Continue aggressive screening for admission and lease enforcement
- e. Work with the City of Norwalk to reduce crime in the neighborhoods and ameliorate negative neighborhood conditions
- f. Coordinate re-development of NHA properties with the City re-development plans

Outcomes Actual and Projected Through 3/31/2011:

1. The CFP program (See Attachments I and J) list a variety of projects aimed at improving the appearance of properties and grounds and the quality of amenities and units

2. The NHA has improved its working partnership with the Norwalk Police Dept and has proposed a policy to keep unwanted trespassers off NHA properties (See Bar-out policy in Attachment B). It has also strengthened the community policing program

3. The NHA is working with the Norwalk Redevelopment Agency to revitalize the transit area where the NHA offices, Leroy Downs, Washington Village, King Kennedy, Meadow Gardens, 20 West and Seaview. It is also focusing on a Choice Neighborhood opportunity for Washington Village.

Goal 5. Promote Self-Sufficiency of NHA Customers

Strategies:

- a. Continue and create promotions and opportunities for customers of the NHA to improve their skills and job opportunities
 - i. Continue focus on children attending school
 - ii. Continue educational mentoring programs
 - iii. Continue other learning programs and expand where needed
 - iv. Continue scholarship programs for post-high school education
- b. Continue outreach to working families for admission to NHA programs and housing
- c. Expand the FSS programs for HCV and Public Housing

Outcomes Actual and Projected Through 3/31/2011:

FSS Program Goals and Accomplishments

Services or Activity/Output	GOAL	YTD (8/31)	Outcome	Goal	YTD (8/31)
Education-ESL classes Enrolled	2	2	Education-ESL classes-Completed	2	0
Outreach-Outreach to FSS families-Homeownership	30	30	Housing-Homeownership education/counseling-Completed	5	6
Outreach-Outreach to PH families-FSS Program	30	30	Financial-Escrow accounts established	2	5
Transportation-Transportation services	5	0	Employment-Part time	2	2

Counseling-Financial management counseling-Enrolled	10	7	Financial-Credit repair counseling-Completed	6	4
Counseling-Homeownership education/counseling -Enrolled	5	7	Housing-Homeownership education/counseling-Completed	5	7
Education-Credit repair education-Enrolled	7	11	Financial-Credit repair education-Completed	7	11
Education-Financial management	5	7	Financial-Financial management	5	7

education Enrolled			counseling-Completed		
Training-Household skills Training-Enrolled	4	0	Housing-Household skills training-Completed	4	6

Administration-Employers contacted	4	2	Employment-Part time from Employers Contacted	2	6*
Administration-Needs assessments conducted	28	13	Education-Adult Basic Education-Completed	3	0
Administration-Service providers contacted	4	2	Education-Adult Basic Education-Completed	3	0
Case management-Participants-Continuing	28	13	Outreach-Female head of household participating in the program	25	13
Counseling-Employment counseling	6	6	Employment-Part time from Counseling	2	6*

*These categories reflect the same participants.

**Scholarship Program
April 1, 2010 to August 31, 2010**

32 College Scholarships were awarded to public housing applicants in this national award winning program. This included 16 repeat applicants who are continuing in college and 16 new applicants. Of these applicants 22 are registered to attend 4 year colleges, 9 are set to attend 2-year community colleges and 1 will attend a vigorous trade school program.

The Norwalk Housing Scholarship Committee which is comprised of local leaders in business, education and philanthropy raised over \$140,000 for scholarship funds and computers for college students. \$95,168 has been committed to the cash scholarships with \$4,500 promised but not acted upon. An additional \$45,649 was spent on laptops and computer printers awarded to the college scholarship recipients. This amount is expected to increase by September 30 to \$52,377.

The Scholarship Program held an Awards Ceremony at Stepping Stones Museum for Children attended by the recipients and their families and many of Norwalk's elected officials and prominent citizens. Several recipients addressed the audience and told their life stories. One, Marie Antoine from the Washington Village development, urged younger students in the audience to reach beyond their expectations as she did when she applied to Sacred Heart University.

Recipients assisted by the Scholarship Program in applying for other scholarships received one national scholarship and \$64,000 in other scholarships.

A special presentation of computers was held at the Norwalk Housing Learning Center for middle school and high school youth so that these younger students could meet and be inspired by the students that are going to college.

September 1, 2010 to March 31, 2011

Award Recipients will attend their colleges full-time and successfully complete their Fall Semesters. They will report their grades within 30 days of receipt of grades, which will be reviewed by the Scholarship Program. Award Recipients will provide receipts for all expenditures in first semester prior to receipt of second semester checks. Award Recipients will continue to attend college for their Spring Semester.

2 Award Recipients will graduate mid-year. One mid-year graduate, Maria Gabriel, a single mother with 2 children who wants to be a teacher, will graduate from Norwalk Community College where she has been an honors student and continue at Bridgeport University. The other graduate is Jessy Cuevas, a young man who went to college directly from high school and then became head of household for his younger sister when their mother left their home. He has continued college full-time while overseeing his sister and will graduate from Long Island University.

The Scholarship Committee will launch its 2011 fund raising campaign in October. Press will be notified of campaign. Financial goals will be set. The 2011 Scholarship Application will be reviewed. New donors will be researched and contact assigned to various members.

In December the Scholarship Committee will host the annual College 101 Program where public housing resident families who have teenage youth interested in college come to a dinner with a panel of current Norwalk Housing College Scholarship Recipients to ask questions about college and hear about their college experience. For many families this is their first contact with anyone who has gone to college and is very inspiring. Some of the Award Recipients become email "pen pals" with the younger students.

In January the college scholarship applicant recruitment begins. It is announced in the press and in the NHA resident monthly newsletter. First of 3 mailings of flyers is sent out to all NHA households. All current recipients are sent emails of the 2011 application and encouraged to promote the program in their public housing developments. All 3 Norwalk High Schools are contacted and emailed the applications. Dates are sent for Scholarship Committee representatives to come into high schools and work with senior students on their applications and on other scholarship applications.

January through March funds begin to come in for the scholarship program.

January through March application requests come in and applications are sent out. Completed Applications begin to be received and reviewed for completeness. Applicants with incomplete applications are notified of what materials are still needed.

January to March applications for other scholarships are distributed.

20 West Learning Center promotes the program to participants in its free SAT Prep Program and Future Zone.

Employment Empowerment

Achievements:

A June 2010 assessment of student reading skills/performance showed a 78% overall increase in scores versus a baseline assessment conducted the previous fall.

An April 2010 assessment of student math skills/performance showed a 41% increase in scores versus a January 2010 baseline.

Our arts initiative continued with instruction at our dedicated Art Center. 10-15 during the school year, and 20-25 during the summer, received daily art instruction utilizing multiple techniques.

A summer drama initiative was begun in July 2010. 15-25 students from the various learning centers participated on a daily basis. The students received instruction in dramatic performance, basic playwriting, and scene construction skills. A literacy component was included in each lesson. Expended our commitment to the physical well being of our students through strengthened partnerships with Stepping Stones Museum for Children, and the Norwalk YMCA. The organizations offered instruction in healthy diets and the benefits of exercise, respectively.

As of May 2010 the Learning Centers had over 230 students registered. Each students' parent or guardian was required to register their child in person in order to begin fostering more effective parent/center communication.

The Learning Center Summer program had over 175 students registered across the five Learning Centers. Students participated in a variety of indoor and outdoor activities, such as weekly beach trips. In addition, NHA partnered with Fairfield County Community Foundation and Mina Foods, a local food distributor, to provide free lunches to summer program participants.

In partnership with the Family and Children's Agency of Norwalk, each Learning Center hosted the families of their respective complexes for a meet and greet "Family Night." An FCA counselor was on-hand to offer residents the opportunity for continued support outside of the Learning Center.

Goals:

- Continue partnerships with local organizations to provide as many outside opportunities to our students as possible.
- Further parent involvement in the Learning Centers through more frequent communications, and family activity nights.
- Sustain and increase our reading scores. Literacy and effective communication skills are a must for student success and NHA is committed to fostering these skills in our students through the Literacy Program.

- Sustain and increase our mathematics testing scores. Mathematical skills are a key component to future success in a number of vocations.
- Sustain and increase the number of students who wish to gain a post-secondary education. Each year more and more of our Learning Center students apply for and receive NHA Scholarship Foundation assistance in paying for college. As these success stories filter through the community, more of our students will feel that college is a possibility for them, as well. The Learning Centers will help to foster this motivation with college info-sessions and college brochures/applications.
- Expand our community outreach and recruitment efforts to bring in more students from other housing complexes.

Goal 6. Promote Fair Housing and Equal Opportunity

Strategies:

- a. Have staff attend Fair Housing training at least every other year.
- b. At joint meeting with City of Norwalk's Human Relations, Fair Housing, Norwalk Housing Authority and Landlords provide information on Fair Housing and Landlord/Tenant rights for Landlords by Fair Housing Officer.
- c. Send annual mailing to HCV landlords on Fair Housing and Landlord/Tenant rights prepared by City of Norwalk's Fair Housing Officer and Director of Human Relations and Fair Rent.
- d. Send an annual mailing to all public housing voucher participants prepared by City of Norwalk's Director of Human Relations and Fair Rent and Fair Housing Officer which may include training invitations.
- e. Add FAQ on Fair Housing and Landlord/Tenant rights to NHA's website prepared by Director of Human Relations and Fair Rent and Fair Housing Officer.
- f. Invite the Fair Housing Officer and Human Relations and Fair Rent Director to participate in group HCV briefings.
- g. Review annually the Analysis of Impediments to Fair Housing for NHA policies and programs.

Outcomes Actual and Projected Through 3/31/2011:

Based upon the Norwalk Redevelopment Agency's (NRA) 2010 Analysis of Impediments to Fair Housing (which at the time of this Public Comment draft was still being reviewed through the City's public hearing process), the Norwalk Housing Authority (NHA) evaluated how it could positively impact and further fair housing in Norwalk.

The Norwalk Redevelopment Agency's preliminary analysis of Norwalk's marketplace led to identification of five impediments as follows:

1. Discrimination in the housing market
2. Housing affordability
3. Zoning, Planning and land use issues

4. Local opposition (NIMBY)
5. Lending practices

The Housing Authority will review the final approved Impediments to fair Housing document, when approved by the City and will develop actions which it can take to implement the recommendations in that Plan.

Meanwhile, the actions the NHA has taken to further Fair Housing are listed below:

1. The NHA provides information at Voucher Issuance to all participants on how to file a Fair Housing Complaint with handouts and invites the City of Norwalk's Fair Housing and Fair rent staff to participate in briefings and training.
2. In 2007 a 2 tier Fair Market Rent payment standards was established to promote renting of units in areas of Norwalk with higher incomes, less unemployment, lower concentration of minority residents and higher homeownership rates outside of census tracts 432, 434, 437, 438, 440, 441, 442, 444 and 445. (For results see Goal 3 above). Results are monitored and where appropriate surveys may be conducted to explore findings of any problems.
3. Conducts an HCV landlord Open House to promote and explain the program in conjunction with the Fair Housing and Human Relations departments of the City of Norwalk. The briefing held on June 2010 attracted 50 existing and potential landlords.
4. HUD provided Fair Housing Training in April 2010.
5. Continue planning of affordable housing on West Cedar Street to create a mixed income community, while maintaining all 200 Section 8 project based units.
6. Study feasibility completed of applying for HOPE VI for public housing redevelopment in Norwalk to deconcentrate poverty and improve housing quality. Washington Village targeted for redevelopment.
7. Implement Voucher Homeownership Program to help participants address the high cost of housing.
8. Quarterly monitor income deconcentration by development and where necessary implements income skipping measures.
9. Promotes asset development of public housing and voucher participants by implementing a Family Self Sufficiency Program, which can be used for homeownership. (Since the program began in 2005 there have been 29 new homeowners created).
10. Employment opportunities advertised in accordance with Equal Employment Opportunity
11. Advertised for housing applicants in accordance with Affirmative Fair Housing Marketing Plan.
12. To improve public housing quality, maintain implementation schedule for capital fund program.
13. To assist as many families as possible with the high cost of housing, had 99.56% lease up rate for housing choice voucher program as of 9/1/2010.
14. Continued to provide translators as necessary.
15. In response to 2010 HUD Notice of Funding availability applied for 100 vouchers for people with disabilities which was not funded.
16. To help HCV program participants accumulate assets for homeownership or other long term goals, operated the Housing Choice Voucher Family Self Sufficiency Program since 2005 until present.

- 17. To help Public Housing residents accumulate assets for homeownership other long term goals operated a Public Housing Family Self Sufficiency Program since 2006 until present.
- 18. To increase the earning potential and further homeownership accessibility of low income students, NHA works with the private and foundation sector to award college scholarships.

<u>Year Offered</u>	<u>Awards</u>	<u>Total Amounts</u>
2005	13	\$ 33,000
2006	20	\$ 55,500
2007	25	\$ 72,250
2008	32	\$105,100
2009	26	\$109,000
2010	32	\$140,000

- 19. To improve educational performance and earning potential obtained Connecticut After School Grant program for reading program with certified reading teachers and Haskins Laboratory/Literacy HOW staff trainer, since 2007 and funded through 2011.
- 20. Work with Norwalk Public Schools to operate Priority After School Program Grants for Fox Run, Ponus and Wolfpit Elementary schools to improve educational outcomes.
- 21. To increase youth educational outcomes and (permitting adults to work), it has operated 5 academically oriented after school and summer centers since 2003.
- 22. Review and revise the NHA policy and procedures with respect to reasonable accommodations.

IN ADDITION TO THE ABOVE ACCOMPLISHMENTS, THE NHA WAS ABLE TO SECURE THE FOLLOWING GRANTS WHICH PROVIDE RESOURCES FOR THE GOALS LISTED ABOVE

Grants received by the Norwalk Housing Authority after April 1, 2010

U.S. Department of Housing & Urban Development - ROSS Service Coordinator Program - \$240,000 three year grant (\$80,000 per year) funding a full-time Coordinator serving residents of Norwalk Housing Authority's largest family development, Samuel Roodner Court. The Coordinator will build delivery of resources to 50 resident youth and their families including educational programs and referral to service providers in the community.

Connecticut After School Grant from the Connecticut State Department of Education - \$133,000 to support the Literacy Program at Norwalk Housing Authority Learning Centers. Covers the part-time salaries of two Reading Coaches and a Reading Coach Program Manager, all of whom are certified teachers and hold master's degrees.

U.S. Department of Housing & Urban Development – \$68,000 for the Public Housing (FSS) Family Self-Sufficiency Coordinator Program. The FSS Coordinator provides critical assistance to public housing families in order to guide them towards economic independence and provide them with the support they need to move towards self-sufficiency.

Temporary Assistance to Needy Families (TANF) Emergency funding through distribution of American Recovery & Reinvestment Act ("ARRA") funding to the Connecticut Department of Social Services –

\$59,550 for a for children's summer program based at the Norwalk Housing Authority Learning Centers. The program integrated literacy and writing skills with dramatic arts while providing nutritious lunches for these children from low-income families.

Fairfield County Community Foundation - \$15,000 in matching funding for the Norwalk Housing Authority summer program integrating literacy and dramatic arts.

Temporary Assistance to Needy Families (TANF) Emergency funding through distribution of American Recovery & Reinvestment Act ("ARRA") funding to the Connecticut Department of Social Services – \$41,112 for the Computers for College program providing computers and printers for needy students attending college from low-income Norwalk public housing families.

United Way of Coastal Fairfield County - \$45,000 funding Math Coordinators to work with Norwalk Learning Center youth.

United Way of Coastal Fairfield County - \$25,000 for a pilot Eviction Prevention Program focused on keeping public housing families facing extreme financial difficulty in their homes.

United Way of Coastal Fairfield County "Neighbors Helping Neighbors" TANF funds - \$10,000 for the pilot Eviction Prevention Program focused on keeping public housing families facing extreme financial difficulty in their homes.

Community Development Block Grant - \$35,000 for a new HVAC system at the Irving Freese Community Center where the Norwalk Housing Authority partners with Senior Nutrition to offer free dinners 5 days per week to public housing senior citizens and other senior citizens over the age of sixty across Norwalk for whom "food insecurity" is growing given the current economic recession. The Center had no air conditioning. With growing numbers being fed year round, an efficient HVAC system that would allow this program to function during the summer became a critical need.

ATTACHMENT B1: AMENDMENTS TO THE ACOP AND ADMINISTRATIVE PLANS

Please note that changes are highlighted in grey. Also sections quoted are to provide for the context and placement of the changes only. For full text of the Section please see the ACOP and Administrative Plan on file at the Housing Authority Offices.

Also please note that any ACOP or HCV Administrative Plan references to Attachments or Appendices in the text of the changes below, refer to such documents in the ACOP and HCV Administrative Plan only; not to Attachments to this PHA Plan.

Admissions and Continued Occupancy Plan (ACOP) Revisions

ACOP CHAPTER 3 REVISIONS

3.S. MANDATORY DENIAL OF ASSISTANCE

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, and/or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.

Where the statute requires that PHAs prohibit admission for a prescribed period after some disqualifying behavior or event, PHAs may choose to continue that prohibition for a longer period [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

- If any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist.

NHA Policy

The NHA may admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 10 years for drug-related criminal activity, if the NHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug

rehabilitation program approved by the NHA or that the offense was originally classified as a misdemeanor.

- If the PHA determines that any household member is currently engaged in the use of illegal drugs.

NHA Policy

DRUG MEANS A CONTROLLED SUBSTANCE AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCES ACT [21 U.S.C. 802]. CURRENTLY ENGAGED IN THE ILLEGAL USE OF A DRUG MEANS A PERSON HAS ENGAGED IN THE BEHAVIOR RECENTLY ENOUGH TO JUSTIFY A REASONABLE BELIEF THAT THERE IS CONTINUING ILLEGAL DRUG USE BY A HOUSEHOLD MEMBER [24 CFR 960.205(B)(1)].

NHA HAS REASONABLE CAUSE TO BELIEVE THAT ANY HOUSEHOLD MEMBER'S CURRENT USE OR PATTERN OF USE OF ILLEGAL DRUGS, OR CURRENT ABUSE OR PATTERN OF ABUSE OF ALCOHOL, MAY THREATEN THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS. IN DETERMINING REASONABLE CAUSE, NHA WILL CONSIDER ALL CREDIBLE EVIDENCE, INCLUDING BUT NOT LIMITED TO, ANY RECORD OF CONVICTIONS, ARRESTS, OR EVICTIONS OF HOUSEHOLD MEMBERS RELATED TO THE USE, SALES, POSSESSION OR ABUSE OF ILLEGAL DRUGS OR THE ABUSE OF ALCOHOL.

CURRENTLY ENGAGED IN IS DEFINED AS ANY USE OF ILLEGAL DRUGS DURING THE PREVIOUS SIX (6) MONTHS.

- If the PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

NHA Policy

In determining reasonable cause, the NHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.

- If any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- If any household member is subject to a lifetime registration requirement under a state sex offender registration program

3.T. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity

HUD permits, but does not require, the PHA to deny tenancy if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive admission to housing, certain types of criminal activity.

NHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past **ten** years, the family will be denied tenancy.

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]. A **determination that the offense was originally classified as a misdemeanor may be considered by the NHA as a reason for not denying admission.**
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].
- Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
- Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the NHA (including a NHA employee or a NHA contractor, subcontractor, or agent).

Immediate vicinity means within a 1,500 feet radius of any NHA premises.

Evidence of such criminal activity includes, but is not limited to:

- Conviction for drug-related or violent criminal activity within the past **ten** years.
- Any arrests for drug-related or violent criminal activity within the past **ten** years.
- Any record of eviction from public or privately-owned housing as a result of criminal activity within the past **ten** years.

In making its decision to deny assistance, the NHA will consider the factors discussed in Section 3.III.E. Upon consideration of such factors, the NHA may, on a case-by-case basis, decide not to deny assistance.

3.U. SCREENING OF APPLICANTS

Previous Behavior in Assisted Housing

HUD authorizes the PHA to deny assistance based on the family's previous behavior in assisted housing:

NHA Policy

The NHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under a Family Self-Sufficiency (FSS) program or the Welfare to Work program.

The NHA **in general**, **will deny** assistance to an applicant family if:

- The family does not provide information which the NHA or HUD determines is necessary in the administration of the program.
- The family does not provide complete and true information to the NHA.
- Any family member has been evicted from Federally assisted housing in the last three years.
- The NHA has ever terminated assistance under the HCV program for any member of the family.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family owes rent or other amounts to any PHA or the NHA in connection with the HCV, Certificate, Moderate Rehabilitation, Public Housing, Project Base Section 8 or State of Connecticut housing programs, unless the family repays the full amount of the debt within 5 days of being selected from the waiting list.
- If the family has not reimbursed any PHA or the NHA for amounts the PHA or the NHA paid to an owner under a HAP contract for rent, or damages to the unit, or other amounts owed by the family under the lease, unless the family submits a plan for repaying the full amount of the debt within 5 days after being selected from the waiting list for admission and prior to approval of a lease. Failure to submit a plan will be cause for not offering a unit for occupancy. Failure to follow the plan during the offering period will be cause for withdrawal of the offer to lease.
- The family has breached the terms of a repayment agreement entered into with the NHA, unless the family repays the full amount of the debt covered in the repayment agreement within 5 days after being selected from the waiting list for admission.
- A family member has engaged in or threatened violent or abusive behavior toward NHA personnel or other persons as documented in a police report or as observed and reported in a written report by NHA personnel.¹

In making its decision to deny assistance, the NHA **generally** will consider the factors discussed in Section 3.III.E. Upon consideration of such factors, the NHA may, on a case-by-case basis, decide not to deny assistance.

1 Abusive or violent behavior towards PHA and other personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

3.U.3.f CREDIT SCORING

PROPOSED NHA POLICY

- F. The NHA will complete a credit check and a NHA rental history check. All applicants must be in good standing with utility accounts to establish utility account credit at move-in.

In order for a family to qualify for assistance, the head, spouse or co-head's credit score must be acceptable. For families with adult member(s) who are not the head of household, spouse or co-head, his/her credit scores may not be used as a factor in determining the family's eligibility. If the 'First Advantage' Credit score is below 120 then the credit scores will be reviewed using NHA's in-house scoring method to determine eligibility. No credit history will not be considered adversely.

Each account is reviewed; any account for medical, foreclosure or repossession or outstanding balance under \$100.00 is not considered. Individual accounts are reviewed based on age, type, outstanding balance, charge off or in collection.

- G. *PAYMENT OF FUNDS OWED TO THE NHA IS PART OF THE SCREENING EVALUATION. PAYMENT OF OUTSTANDING BALANCES IS AN OPPORTUNITY FOR THE APPLICANT TO DEMONSTRATE AN IMPROVED TRACK RECORD. THE NHA WILL CONSIDER ANY PAST BALANCES OWED THE NHA BY THE APPLICANT FOR ANY PROGRAM THAT THE NHA OPERATES IF THE FAMILY HAS NOT REIMBURSED ANY PHA OR THE NHA FOR AMOUNTS THE PHA OR THE NHA PAID TO AN OWNER UNDER A HAP CONTRACT FOR RENT, OR DAMAGES TO THE UNIT, OR OTHER AMOUNTS OWED BY THE FAMILY UNDER THE LEASE, UNLESS THE FAMILY SUBMITS A PLAN FOR REPAYING THE FULL AMOUNT OF THE DEBT WITHIN 5 DAYS AFTER BEING SELECTED FROM THE WAITING LIST FOR ADMISSION AND PRIOR TO APPROVAL OF A LEASE. FAILURE TO SUBMIT A PLAN WILL BE CAUSE FOR NOT OFFERING A UNIT FOR OCCUPANCY. FAILURE TO FOLLOW THE PLAN DURING THE OFFERING PERIOD WILL BE CAUSE FOR WITHDRAWAL OF THE OFFER TO LEASE.*

REMOVAL FROM THE WAITING LIST

NHA POLICY

IF AT ANY TIME AN APPLICANT FAMILY IS ON THE WAITING LIST, THE NHA DETERMINES THAT THE FAMILY IS NOT ELIGIBLE FOR ASSISTANCE (SEE CHAPTER 3) THE FAMILY WILL BE REMOVED FROM THE WAITING LIST.

IF A FAMILY IS REMOVED FROM THE WAITING LIST BECAUSE THE NHA HAS DETERMINED THE FAMILY IS NOT ELIGIBLE FOR ASSISTANCE, A NOTICE WILL BE SENT TO THE FAMILY'S ADDRESS OF RECORD. THE NOTICE WILL STATE THE REASONS THE FAMILY WAS REMOVED FROM THE WAITING LIST AND WILL INFORM THE FAMILY HOW TO REQUEST AN INFORMAL REVIEW OF THE NHA'S DECISION (SEE CHAPTER 3.V AND CHAPTER 16).

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

NHA POLICY

NHA WILL TERMINATE THE LEASE IF IT DETERMINES THAT A HOUSEHOLD MEMBER HAS FURNISHED FALSE OR MISLEADING INFORMATION CONCERNING CURRENT ILLEGAL DRUG USE OR ALCOHOL ABUSE.

NHA WILL CONSIDER ALL CREDIBLE EVIDENCE, INCLUDING BUT NOT LIMITED TO, ANY RECORD OF ARRESTS OR CONVICTIONS OF HOUSEHOLD MEMBERS RELATED TO THE USE OF ILLEGAL DRUGS OR THE ABUSE OF ALCOHOL AND ANY RECORDS OR OTHER DOCUMENTATION (OR LACK OF RECORDS OR DOCUMENTATION) SUPPORTING CLAIMS OF REHABILITATION OF ILLEGAL DRUG USERS OR ALCOHOL ABUSERS, INCLUDING TESTING.

ACOP CHAPTER 4 REVISIONS

4.C. PLACEMENT ON THE WAITING LIST

The PHA must review each complete application received and make a preliminary assessment of the family's eligibility. The PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations. Where the family is determined to be ineligible, the PHA must notify the family in writing. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list other than what preferences the family may qualify for and which would place the family in a different position other than date and time.

Ineligible for Placement on the Waiting List

NHA Policy

If the NHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the NHA will send written notification of the ineligibility determination within 15 business days of receiving a complete preliminary application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review within 14 business days and explain the process for doing so (see Chapter 16).

An application will not be considered valid if submitted before the admissions restriction has expired.

Note that the NHA requires documentation for any family seeking or claiming foster children. If family composition changes after occupancy a transfer request can be made.

4.J. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

NHA POLICY

FULL APPLICATION FOR ADMISSION TO HOUSING

UP TO 120 DAYS BEFORE UNIT AVAILABILITY, FAMILIES ON THE WAITING LIST WILL BE INVITED TO SUBMIT A FULL APPLICATION WHICH WILL INCLUDE THE INFORMATION LISTED ON THE FOLLOWING PAGES AND FULLY DESCRIBED IN APPENDIX J.

Local Preferences

PHAs are permitted to establish local preferences, and to give priority to serving families which meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities which can be documented by generally accepted data sources.

NHA POLICY

THE NEED FOR PUBLIC HOUSING IN NORWALK EXCEEDS THE AVAILABILITY OF FUNDS FOR THIS PURPOSE AND A HOUSING UNIT IS A SCARCE RESOURCE WHICH IS IN GREAT DEMAND. HOUSING IS MADE AVAILABLE IN ACCORDANCE WITH THE PRIORITIES OF THE NORWALK HOUSING AUTHORITY THROUGH THE LOCAL PREFERENCES DESCRIBED BELOW.

LOCAL PREFERENCES

- **WORKING HEAD OF HOUSEHOLD OR WORKING FAMILY MEMBER INCLUDING A PERSON 62 YEARS OLD OR OLDER OR A DISABLED PERSON**
- **PERSON WHO LIVES IN OR WORKS IN NORWALK OR WHO HAS A JOB OFFER TO WORK IN NORWALK.**

RANKING PREFERENCES

RANKING PREFERENCES ARE THE TOTAL WEIGHT ASSIGNED TO PREFERENCES USING THE WEIGHTING TABLE BELOW.

APPLICANTS MAY HAVE MULTIPLE PREFERENCES. ALL PREFERENCE SELECTIONS ARE MADE USING THIS WEIGHTING SYSTEM AND IF APPLICANTS HAVE THE SAME WEIGHT, THEN LOTTERY DESIGNATION OR DATE AND TIME ARE USED TO SELECT. FOR THOSE WITHOUT ANY PREFERENCES, SELECTIONS ARE MADE BY LOTTERY DESIGNATION OR DATE AND TIME OF THE APPLICATION.

THE WEIGHTING TABLE IS:

PREFERENCE	WEIGHT
<i>1. WORKING HEAD OF HOUSEHOLD OR WORKING FAMILY MEMBER, OR A PERSON 62 YEARS OLD OR OLDER OR A DISABLED PERSON</i>	<i>3</i>
<i>2. PERSON WHO LIVES IN OR WORKS IN NORWALK OR WHO HAS A JOB OFFER TO WORK IN NORWALK</i>	<i>1</i>
<i>TOTAL PREFERENCE POINTS POSSIBLE</i>	<i>4</i>

APPLICANTS MAY HAVE MULTIPLE PREFERENCES. ALL PREFERENCE SELECTIONS ARE MADE USING THIS WEIGHTING SYSTEM AND WITHIN EACH POOL APPLICANTS ARE SELECTED BY DATE AND TIME. IF DATE AND TIME ARE THE SAME, A LOTTERY IS USED TO SORT APPLICANTS.

NOTE: FAMILIES WITH DISABILITIES ARE GIVEN PREFERENCE FOR ONE BEDROOM FAMILY UNITS OVER OTHER ELIGIBLE ONE BEDROOM APPLICANTS.

Income Targeting Requirement

HUD requires that extremely low-income (ELI) families make up at least 40% of the families admitted to the LRP program during the PHA’s fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a PHA may skip non-ELI families on

4.K. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, the PHA must notify the family.

NHA POLICY

THE NHA ADMISSIONS OFFICE WILL NOTIFY THE FAMILY BY FIRST CLASS MAIL WHEN IT IS SELECTED FROM THE WAITING LIST FOR PROCESSING INTO THE “READY POOL”. THE NOTICE WILL INFORM THE FAMILY OF THE REQUIREMENTS WHICH MUST BE FOLLOWED IN TERMS OF COMPLETING THE SELECTION PROCESS.

IF A NOTIFICATION LETTER IS RETURNED TO THE NHA, THE FAMILY WILL BE REMOVED FROM THE WAITING LIST AS DELINEATED IN SECTION IV.H ABOVE.

4.L. THE SELECTION VERIFICATION PROCESS

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

Reasonable accommodation will be made for persons with disabilities who are unable to attend an interview due to their disability.

Proposed NHA Policy

Should an applicant due to a disability, be unable to attend briefings and/or interviews they may make a Reasonable Accommodation Request to the NHA. Arrangements will be made to re-schedule missed visits or in special cases NHA staff may visit the person who is disabled if requested. An Accommodation Request may be made at any time and as often as needed.

ACOP CHAPTER 7 REVISIONS

7.I. FAMILY RELATIONSHIPS

Absence of Adult Member

NHA POLICY

IF AN ADULT MEMBER WHO WAS FORMERLY A MEMBER OF THE HOUSEHOLD IS REPORTED TO BE PERMANENTLY ABSENT, THE FAMILY MUST PROVIDE EVIDENCE TO SUPPORT THAT THE PERSON IS NO LONGER A MEMBER OF THE FAMILY (E.G., DOCUMENTATION OF ANOTHER ADDRESS AT WHICH THE PERSON RESIDES SUCH AS A LEASE OR UTILITY BILL). IF NO PROOF CAN BE PROVIDED, NHA MAY ACCEPT A NOTARIZED STATEMENT FROM THE FAMILY AND MAY CONDUCT HOME VISITS AS NEEDED TO VERIFY THE ABSENCE OF THE ADULT AS REPORTED.

ACOP CHAPTER 11: RE-EXAMINATIONS

11.C. CONDUCTING ANNUAL RE-EXAMINATIONS²

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition .

NHA POLICY

FAMILIES WILL BE ASKED TO BRING ALL REQUIRED INFORMATION (AS DESCRIBED IN THE REEXAMINATION NOTICE) TO THE REEXAMINATION APPOINTMENT. THE REQUIRED INFORMATION WILL INCLUDE AN NHA RE-EXAMINATION FORM, AN AUTHORIZATION FOR THE RELEASE OF INFORMATION/PRIVACY ACT NOTICE, AS WELL AS SUPPORTING DOCUMENTATION RELATED TO THE FAMILY'S INCOME, EXPENSES, AND FAMILY COMPOSITION.

ANY REQUIRED DOCUMENTS OR INFORMATION WHICH THE FAMILY IS UNABLE TO PROVIDE AT THE TIME OF THE INTERVIEW MUST BE PROVIDED WITHIN 24 BUSINESS HOURS OF THE INTERVIEW. IF THE FAMILY IS UNABLE TO OBTAIN THE INFORMATION OR MATERIALS WITHIN THE REQUIRED TIME FRAME, THE FAMILY MAY REQUEST AN EXTENSION.

IF THE FAMILY DOES NOT PROVIDE THE REQUIRED DOCUMENTS OR INFORMATION WITHIN THE REQUIRED TIME FRAME (PLUS ANY EXTENSIONS), THE FAMILY WILL BE SENT A NOTICE OF TERMINATION

² *PBA Policy*

Note that Colonial Village (Project Based Section 8) has different procedural requirements in Handbook 4350.3 Rev3 pp7-3 and following.

In addition, family members (except Minors) and Live-in Aides shall take and pass an annual Class 1 drug test screening for illegal drugs including marijuana, cocaine, heroin, PCP, and methamphetamines. Such tests are paid for by the NHA.

Norwalk Housing Authority

Progressive Student Success Program

(Grades K-8)

Research

Research from the Center for Children's Advocacy at the University of Connecticut School of Law located in Hartford, links Connecticut's unmet educational needs and truancy. Some of the early warning signs started as soon as kindergarten or first grade. According to the research, 26% of the students, involved in the study had a pattern of absenteeism as early as kindergarten and 84% of the students showed significant academic delays. The students were reading 2 or more years below their grade level. This research clearly links poor school performance with absenteeism in school.

Underlying learning problems may have produced a downward spiral leading children to avoid school. The students did not feel successful in school, so they avoided a difficult situation. It is clear from this research that we must act early to reduce truancy, and thus poor performance in school.

The staff at Norwalk Housing Authority is interested in helping in helping children succeed in school. The Student Success Program was designed and implemented to do this.

Definition

Unexcused absences will be defined by the Norwalk Public School System (NPS)

Procedure

The parent will receive a letter monthly informing them of any unexcused absences their child has in school.

After the second unexcused absence a meeting with Norwalk Housing Authority's (NHA) Executive Director or his designee will be scheduled.

After the third unexcused absence the following steps will be taken:

- It will be recommended the parent provides NHA with the NPS reading assessment of their child. If the student is reading below grade level, a recommendation will be made to attend NHA's Literacy Program or another reading program approved by NHA two times a week with the recommendation to stay in the literacy program until they are reading at their grade level or for the balance of the school year.

- It will be recommended that the student be matched with a mentor from NPS or Family and Children's Agency.
- It will be recommended that the parent participate in a parent support group two times a month.
- It will be recommended that the student enroll in NHA's summer program unless enrolled in Norwalk Public School summer school and attend the summer program for 8 weeks, at least 4 days a week.

The student must enroll in a Learning Center (LC) program or a non-NHA academically based school program, if not already enrolled.

The parent/guardian will be contacted by the Director, Learning Center Programs. A meeting will be scheduled to review the requirements of the program, and determine the LC that the student will enroll in. The student must begin reporting to the LC no later than one week after the meeting unless there are extenuating circumstances that necessitate additional time. Then that time will be agreed upon before the end of the meeting.

Upon enrolling in the LC, the student must attend at least four times a week. The student will be excused from the requirement to participate in an After School Program (ASP) if he/she does not incur an additional unexcused absence for a three month period of time.

However, if an unexcused absence should occur after the three month period the student will be required to participate in an LC program for the remainder of the school year.

If the student is enrolled in either an after school tutoring program or an academically based program at a non-NHA center, the parent/guardian must present the Director, Learning Center Programs with a letter from the center Director that specifically states the name and content of the program in order for the requirement to enroll at an NHA LC to be waived. The parent is required to provide attendance records to alternate program by the 10th of every month. The student will be required to attend the program 4 times a week. If the program meets less frequently, the student may attend the program and a NHA LC program to meet the four day a week requirement.

A failure to satisfy this requirement may result in the process moving to the ninth step.

After the fifth unexcused absence a meeting will be scheduled with family support staff and the family will then be required to meet with a family support organization for assistance with student and family concerns.

- A family support group can include:
- Family and Children's Agency
- The pastor of your church (if agreed upon by the NHA family support staff).

Counseling that your family is currently receiving (if agreed upon by the NHA family support staff).

The parent/guardian will be provided with referrals and required to pursue assistance within a one week period of time unless other agreements are made. The parent/guardian will then be required to provide verification to the Director, Learning Center Programs or a designated NHA staff, that they met with a support organization (details of the meeting will not be required).

A failure to satisfy the requirement may result in the process moving to the ninth step.

After the seventh unexcused absence the student will be required to go in front of the Youth Services, Juvenile Review Board of the City of Norwalk. The parent or guardian will be required to sign a release form so that the Juvenile Review Board can check the student's records. The student is required to follow all of the mandates of the Juvenile Review Board. The student will have only one opportunity to come in front of the Juvenile Review Board.

A failure to satisfy the request may result in the process moving to the ninth step.

After the ninth unexcused absence a letter will be sent to the parent/guardian informing them of the repeated absences and proposed action by the NHA, as well as the consequences faced if the behavior does not change. The matter will also be addressed at a meeting with the Executive Director or his designee, which will be scheduled one week of notification. A failure to attend or reschedule this meeting will result in the process moving to the tenth step.

After the tenth unexcused absence, the tenant's lease will be terminated.

Note: Students who move into the housing system, regardless of when this should occur, will be governed by the entire ten step progressive discipline process for the remainder of the school year.

**HOUSING AUTHORITY OF THE CITY OF NORWALK
Federal Lease**

The Housing Authority of the City of Norwalk as Landlord (“Management”) hereby leases to:

_____ and
_____ as

Tenant(s) (“Resident”) who accept(s) possession of
_____ (“the dwelling
_____ (Apartment No.)

unit”) consisting of _____ rooms at _____,
_____ (Apartment Size) _____ (Complex)
(Project No.)

Resident agrees that the household members listed below are the only person(s) who are permitted to reside in the dwelling unit:

<u>Last Name</u>	<u>First Name</u>	<u>Social Security Number</u>	<u>M/F</u>	<u>Date of Birth</u>	<u>Grade</u>	<u>Relation to Head of Household</u>

Under the terms and conditions stated herein:

Section 1. Term

The term of this Lease shall be one year commencing on _____ 20____ and shall terminate at midnight on _____, 20____ (“Expiration Date”). After the Expiration Date, if this Lease is not otherwise terminated by either party in accordance with

Section 11, the Lease shall be automatically renewed for successive terms of one year, upon the terms and conditions stated herein.

Section 2. Basis of Rent

The dwelling unit Leased hereunder is part of a publicly assisted housing development. Rents are established by Management under applicable federal and state laws and regulations, as the same may from time to time be revised or amended. The rent for the dwelling unit is based on adjusted family income, after allowable deductions and exemptions, in accordance with HUD regulations.

Section 3. Rental Payments

The monthly rental payment shall be \$ _____

The utility allowance shall be \$ _____

The security deposit shall be \$ _____

This rent shall remain in effect unless and until a new rent is determined in accordance with the procedures specified in Section 4 thereof, provided, that if the initial period of occupancy is less than one full month, resident shall only be responsible for the prorata share of said monthly rent during such initial period of occupancy.

Rent shall be paid by the resident without demand, in advance, on or before the first day of each month, except that rent for the period of initial occupancy shall be payable upon execution of this Lease. Failure to pay rent within nine (9) days of its due date shall subject Resident to a late fee in the amount of \$20.00, or any charges for a returned check.

Utility Allowance: Utility allowance means the dollar amount estimated for the consumption of utilities. This amount is subtracted from the gross rent to establish the monthly rent due from resident. Resident shall be responsible to pay Management or appropriate utility company for the following utilities:

_____ Heat _____ Hot Water _____ Gas _____ Electric _____ None

The resident is metered for the use of the following utilities and/or responsible for the indicated appliances:

Check Applicable Categories and Complete Quantities

_____ Heat _____ Gas _____ ccf _____ Electric _____ kwh

_____ Hot Water _____ Gas _____ ccf _____ Electric _____ kwh

_____ Cooking _____ Gas _____ ccf _____ Electric _____ kwh
_____ Lighting/Appliances _____ Electric _____ kwh

_____ Range - (Only provided by Management for 504 accessible units and those in occupancy prior to November 1, 1996).

_____ Refrigerator - (Only provided by Management for 504 accessible units and those in occupancy prior to November 1, 1996).

Any utility allowance payable to the Resident is subject to setoff by Management if Resident fails to pay rent or other charges due under this Lease.

Section 4. Periodic Redetermination of Rent, Dwelling Size and Eligibility

a) The resident shall notify Management within a reasonable period of time, not to exceed fifteen (15) days, of any material change in family income, size or composition. Any person proposed to be added to the Lease must first pass all admissions screening criteria.

b) Except as otherwise provided by Section 4(c) hereof, rent shall be redetermined once a year. The rent determination described in this subsection shall be known as the "annual rent determination". Resident agrees to furnish current and accurate information as to his/her family composition size and income. The information provided by the resident shall be used to determine whether the resident is eligible to live in low-income housing. Failure or refusal to keep recertification appointments which prevent the recertification process before the end of the term shall be deemed a serious violation of the material terms of the lease and shall be grounds for termination of tenancy. If the resident fails to sign the new Lease or rider within a reasonable length of time (30 days) legal action may be instituted to regain possession of the dwelling unit.

c) In addition to the "annual rent determination" described in Section 4(b) above, the monthly rent shall be redetermined at any time that there is a change in the residents circumstances, such as a change in family income or other situation which would justify a change in rent in accordance with HUD regulations.

The Resident certifies that all information provided in the Lease and all documents submitted in connection with the rent redetermination process are true, accurate and complete. Resident's signed application for continued occupancy and all documents submitted in connection with the Resident's recertification, are incorporated by reference herein. If it is found that the resident has failed to disclose or misrepresented to Management the facts upon which the rent is based so that the rent the resident is paying is less than should have been charged, then Management shall have the right to terminate the tenancy and/or increase the rent

retroactive to the date on which payment of the proper amount should have commenced.

d) A rent decrease made pursuant to subsection 4(c) shall be effective on the first day of the first full month following such redetermination. A rent increase made pursuant to subsection 4(b) shall be effective on the first day of the second full month following such redetermination, unless the increase results from a finding of misrepresentation under section 4(c) above. Rent adjustments pursuant to subsection 4(g) will be limited to ninety (90) days from the date they become effective, with a further rent redetermination at the conclusion of such ninety (90) day period. If circumstances warrant, such rent adjustment may be renewed for additional ninety (90) day periods until the regular redetermination of rent prescribed in subsection 4(b).

e) If during the annual rent redetermination referred to in Section 4(b) or as a result of an interim redetermination referred to in Section 4 (c), it is found that size of the dwelling unit is no longer appropriate to residents needs, Management shall notify the resident in writing in accordance with Section 13 hereof that resident will be required to move to another unit of appropriate size if then or thereafter available. Resident shall be given a reasonable notice (at least fourteen (14) days) of the required move and will have seven (7) days within which to complete the move and vacate the apartment. If the resident has requested the transfer there will be at least 14 days notice of move and 2 days within which to complete the move and vacate the apartment. A Lease will be executed for the new apartment at the time the keys are issued. Pro-rata rent will be due for any days before the keys are returned beyond the above allowances.

f) If during the annual rent determination referred to in Section 4(b) the interim redetermination referred to in Section in 4(c) it is found that the residents income has increased so that it is above the current approved income limits for continued occupancy, then Management shall not commence eviction proceedings or refuse to renew the Lease unless it has identified for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty (30) percent of income as defined by Management for the purpose of determining rents. If the resident remains in possession after a determination that the adjusted income exceeds the current approved limits for continued occupancy, the residents monthly rent shall be increased in the manner provided for by Section 4(d) of this Lease.

g) In the event it is impossible at the time of the signing of this Lease or upon the periodic redetermination of rent to verify or otherwise accurately determine the resident's family income, Management may set a provisional rent. When the necessary information is obtained, a fixed monthly rent shall be established and resident shall be notified of same in writing. Such fixed rent shall become due and

payable on the first day of the following month and any difference between the provisional rent and the fixed rent shall be retroactive.

h) All information submitted to Management by the resident shall be confidential and shall not be released without the resident's prior approval, provided that Management may release such information to government agencies having the right to obtain the use of same.

i) If during the term of this Lease, or any renewal hereof, Management determines that the dwelling unit Leased hereunder must be surrendered to accommodate a resident or applicant with disabilities pursuant to Section 504 of the Americans with Disabilities Act, Management shall give the resident(s) hereunder written notice that they will be relocated to another unit no less than 30 days after receipt of said notice. Resident shall be responsible for packing of all personal property so as to prevent damage during the relocation and Management shall be responsible for the costs of moving the personal property to another unit. If the resident(s) fail(s) and/or refuse to surrender the dwelling unit and relocate to another unit, said action will constitute a material breach of Lease and subject the resident(s) to legal action to regain possession to the dwelling unit.

j) When Management redetermines the amount of rent payable by resident or determines that the resident must transfer to another apartment based on family composition Management shall notify resident that he has a right to request an explanation stating the specific grounds of the determination and if resident does not agree with the determination resident shall have the right to request a hearing under the grievance procedure of Management.

Section 5. Security Deposit (Does not apply to residents in residence as of October 24, 1972)

Prior to Lease signing a prospective Resident is required to pay one (1) months gross rent to Management as a security deposit. Management agrees to deposit such security deposit, or payments thereon, in an interest bearing account, crediting such interest as may accrue to the benefit of the resident. The rate for each calendar year shall be not less than the deposit index, as defined in subdivision (2) of Connecticut General Statutes 47a-21(i), for that year, except in no event shall the rate be less than one and one-half percent. Each March 31 such interest shall be credited to the lessee. In accordance with state statute the security deposit plus interest earned thereon, if any, will be returned to resident when he vacates the dwelling unit, less any deduction for (a) cost of repairing any damages to the dwelling unit caused by the resident, the family, dependents or guests (b) rent or other charges owed by resident within 30 days of notification of new address. Management will give a resident written itemized statement of all such deductions. If the deductions exceed the available security deposit, the application of such deposit, plus interest to such charges shall not relieve resident of his obligation to

pay the balance of such charges remaining after the application of the security deposit for payment of rent or charges incurred by resident; Management will not use the security deposit for payment of rent or charges incurred by resident while resident occupies the dwelling unit.

Section 6. Occupancy of Dwelling Unit

Resident Obligations:

While the resident has exclusive use and occupancy of the Leased premises, the resident agrees:

1) Not to assign this Lease, not to sublease or transfer possession of the premises, not to give accommodations to unauthorized persons, boarders or lodgers. This lease defines guest as a person in the leased unit or on the premises with the consent of a household member.

2) Not to use or permit the use of the dwelling unit for any illegal purposes, including but not limited to harboring a person wanted by the Police, or other purposes which impairs the physical or social environment of the development.

3) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevator.

4) To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease, and not to use or permit its use for any other purpose. This provision does not exclude reasonable accommodation of resident's guests for an initial period of up to fifteen (15) days and, at resident's request and with the approval of Management, for additional fifteen (15) day periods when the guest is remaining in the dwelling unit temporarily. Resident shall provide such documentation as is reasonably necessary, as determined by Management, to demonstrate that the guest does not reside with the resident and maintains a residence elsewhere.

With the consent of Management, residents may accommodate foster children and provide live-in care for a member of the resident's family provided that such accommodation does not violate the occupancy standards and provided that the foster child's school records are provided to Management as well as juvenile records if requested and no problems are identified. All adults proposed to be added to the Lease must meet admissions screening criteria.

Live-in aide means a person who resides with an elderly, person with disabilities or handicapped resident and who: (A) Is determined to be essential to the care and well-being of the resident; (B) Is not obligated for the support of the resident; and

(C) Would not be living in the unit except to provide necessary supportive services. Any live-in aide authorized to reside with the Resident pursuant to this Section shall be required to pass admissions screening criteria and shall not be considered a tenant under this Lease. A live-in aide's right to occupy the premises shall terminate immediately upon the termination of this Lease, the death of the Resident, if the need for the live-in aide ends, if the aide violates any condition of this Lease or any rules of Management, if the live-in aide fails to meet any admissions or occupancy standards of Management, or in the event that the Resident vacates the premises.

5) To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or housing complex.

6) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing development and the residents.

7) To pay for all charges for maintenance and/or repairs beyond normal wear and tear to the dwelling unit, Management's buildings, facilities grounds, or other areas used by Resident's household members and/or guests. To pay all late fees, returned check charges, penalties, fines and assessments. (A schedule of such charges shall be posted in Management's Central Office and at www.norwalkha.org, and a copy of which is available upon request.)

8) To use reasonable care to keep the dwelling unit and enclosed yard or balcony, when applicable, in a clean and safe condition. Resident shall keep all screens provided with the subject apartment installed in each window at all times unless an air conditioning unit is installed in such window. Resident shall not install, cause to be installed or used without the written permission of Management, any outside radio, television antenna or satellite dish.

9) To not allow any guest or authorized occupant to abandon any motor vehicle on the premises, or keep any unregistered vehicle on the premises at any time. Resident shall not perform any repairs to motor vehicles on the premises, including but not limited to oil and fluid replacement, tune-ups, engine and transmission repairs, brakes, suspension and exhaust repairs, body work, painting, etc. Resident shall register all automobiles owned by authorized occupants on the premises with Management. Parking of vehicles on Authority Property other than in designated parking areas (wherever provided) is prohibited.

10) To dispose of all litter, ashes, garbage, rubbish, and other waste from the premises and common areas in a sanitary and safe manner.

11) To conduct himself/herself and to cause authorized occupants and guests to conduct themselves in a manner which will not disturb their other residents peaceful

enjoyment of their accommodations and will be conducive to maintaining the complex in a decent, safe and sanitary condition.

12) To ensure that all common doors/gates are kept closed for their own security and for the security of other residents. All fire doors shall be kept closed and only used for emergency purposes.

13) That he/she, and all household members and guests, shall not smoke in the hallways of any building; loiter or engage in gambling or the consumption of alcoholic beverages in the common areas of the premises; or engage in other legal or illegal activity which threatens the health and safety of the staff of Management, other residents, guests or agents of Management.

14) a) Management has zero tolerance for criminal activity, or drug related criminal activity on or off Management's property. If the resident or any member of household, or guest or another person on the premises with resident's consent engages in criminal activity on or off the premises, including drug-related criminal activity on or off public housing premises, such criminal activity shall be deemed a serious violation of the material terms of this Lease and shall result in termination of tenancy. The term "drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act- 21 U.S.C. 802). Arrest and/or conviction are not required for Management to commence eviction proceedings pursuant to this section.

b) If a household member is known to be engaging in, or is evicted based upon criminal activity or drug-related criminal activity, Resident agrees that said individual shall not be permitted on Management's property at any time. If Resident allows said individual to return to the Premises, such conduct shall be deemed a material violation of the Lease and will result in termination of tenancy. Resident shall have an affirmative obligation to disclose the arrest of any household member for drug-related or violent criminal activity, at the time of annual recertification.

c) Management will notify the local post office if any individual or family is evicted for criminal activity, including drug-related criminal activity (NAHA, Section 505, U.S. 11. Action, Section 6(a)). The purpose of this action is so that the Post Office will terminate delivery of mail for such (evicted) persons at the unit, and that such persons will have no reason to return to the complex to pick up-mail.

15) If resident or any member of residents household, or guest, possesses any firearms, (operable or inoperable) or other offensive weapons as defined by law, anywhere on Authority property which are not registered with Management or firearms for which no valid legal permit has been obtained, such action shall be cause for termination of tenancy. If resident or member of resident's household wishes to possess a firearm on Authority property, resident shall obtain a valid legal

permit from the State of Connecticut and any local authority, if necessary, and register said firearm with Management. Failure of resident to obtain appropriate permits or register firearms on Authority property with Management shall be grounds for termination of tenancy.

16) Resident's household members and guests shall not loiter in the common areas of the premises or permit any other noises or acts that might interfere with other resident's rights and comforts. Resident agrees to keep noises, voices and the volume of any radio, stereo, television or musical instrument at a level which will not disturb the neighbors.

17) Report any person residing in or visiting the Unit that the Tenant(s) cannot supervise or control. If a Tenant knows of such a person and fails to make such a report, then this failure will be a waiver by the Tenant(s) of lack of knowledge of the acts of such person as a defense to any eviction action by Management.

18) Resident shall request in advance in writing the addition of legal activity that may be profit making contemplated by HUD Regulations, 24 CFR Section 966.4 (d)(2) and (3), Management shall have the right to review and approve or disapprove in advance such request.

19) That this dwelling unit is the resident's only residence.

20) Not to make any alteration, addition or improvements to the unit without the prior written consent from the Director of Maintenance.

21) To promptly supply information or certification requested by Management to verify the family is living in the dwelling unit or relating to absence from the dwelling unit, and to promptly notify Management of absence from the unit. Resident shall not be absent from the unit for more than fifteen (15) days without prior notice to Management. Resident shall not allow the heat, if adjustable by Resident, to go below 60 degrees at any time.

22) To not engage in alcohol use that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, employees, guests or contractors.

23) To ensure that all school-aged children listed on the Lease or added thereafter, are enrolled and attend school regularly in accordance with Management's **Progressive Student Success Program** (i.e. no more than 10 unexcused absences during the school year). If the child is not sick, he/she must attend the after-school program and complete any work missed while absent. Any child that is otherwise excluded from school must be enrolled in an after-school or other educational **program**. Resident shall be required to sign an authorization enabling Management to obtain school attendance records to verify compliance with

this Paragraph. It is the policy of Management to work with residents, resident organizations, school officials and community resources to reduce the amount of truancy of youth residing in assisted housing in accordance with Management's Progressive Student Success Program incorporated by reference into this Lease. Failure to comply with this policy will be deemed a material violation of this Lease and may result in termination or non-renewal of this Lease.

24) Resident shall comply with all obligations imposed upon resident by applicable provisions of state and federal law, HUD Regulations, and building, fire and housing codes imposed upon the resident.

25) Management has established a No Smoking Policy at Building _____ at 261 Ely Avenue, Norwalk, Connecticut (the "Building"). Residents shall not smoke, or permit any household member, visitor or guest to smoke in or within 20 feet from the Building. Any Resident who smokes, or allows any household member, visitor or guest to smoke in or within 20 feet of the Building shall be subject to termination of tenancy in accordance with Section 11(b) of this Lease.

Section 7. *Utilities/Appliances*

In the event that the resident fails to pay the utility company or Management for all utility charges, the resident will be in default of the Lease and Management may elect to terminate the Lease in accordance with Section 11(b), (c) and (d). By signing this Lease, the resident expressly authorizes the utility company to disclose account information to Management. Management agrees to furnish water without additional charge to the resident. Management may furnish or may provide a utility allowance for (1) heat (2) hot water (3) gas (4) electricity, or (5) range and refrigerator. If allowances are provided they will be established in accordance with HUD regulations. If a utility allowance is provided, residents may either be billed directly by the utility company or by Management. All utilities at the premises must be in the name of the head of household or other authorized adult occupant. If the utility allowance is in excess of any rent due, Management may make payment directly to the utility in resident's name. Resident shall promptly notify the appropriate utility and Management of any interruption in service.

Section 8. *Rules and Regulations*

The rights and obligations of both Management and resident, in addition, to those specifically set forth in this Lease, including the maximum schedule of charges and fines are stated in the rules and regulations now in effect and from time to time amended as prescribed in the manner herein provided. In revising rules and regulations Management will give at least thirty (30) days written notice to each affected resident setting forth the propose modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration by Management prior to the proposed modification's

becoming effective. A copy of such notice shall be directly delivered to each resident. A current set of such rules and regulations shall be publicly posted, maintained and available for inspection and procurement at the central office and at www.norwalkha.org. All such rules and regulations in effect at the signing of this Lease and hereafter prescribed and as amended from time to time shall be part of this Lease with the same force and effect as if set forth fully herein.

Section 9. *Obligation to Maintain*

1) Resident shall notify Management promptly of known need for repairs in dwelling unit and of known unsafe conditions in the common areas and grounds of the complex which might lead to damage or injury. Resident's request for repairs shall constitute resident's express permission to enter the unit for such repairs, even if resident is absent from the unit. Resident shall not keep or caused to be kept any animals whether domestic pets or otherwise, in or about the dwelling unit except in accordance with the rules and regulations of Management, as amended from time to time incorporated herein by reference. The resident agrees to pay promptly, in accordance with a list of maximum reasonable charges which shall be posted in the Central Office and at www.norwalkha.org, for repair of any items damaged beyond normal wear and tear to the dwelling unit and its equipment or to the property of Management by the resident, the household or guests. Such charges shall be based upon material and labor costs. Charges are attached to the initial lease and thereafter mailed annually to each resident. Such charges shall be billed to resident and shall specify the items of damages involved, corrective action taken and the cost thereof; these charges shall become due and payable on the first of the second month after charges are assessed.

2) Management shall make all necessary repairs to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this subsection b. Management will maintain in good working order and condition sanitary, ventilating and other facilities and appliances including elevators, supplied by Management. Management shall not be liable for injuries or property damage sustained in the Leased Dwelling Unit of Resident, not due to any acts or negligence by Management or its agent and/or due to cause beyond the control or maintenance obligations of Management.

(a) In buildings where applicable, the elevator will be maintained in proper working order.

(b) Management will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the individual resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the resident.

3) The resident shall immediately notify Management of defects or conditions hazardous to life, health, or safety. Management shall be responsible for repair of the unit within a reasonable time, or where necessary repairs cannot be made within a reasonable time, shall offer temporary standard alternative accommodations, if available. If the damage was caused by the resident, resident's household or guests, the cost of the repairs shall be charged to the resident as stated in part (b) of this section. Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit in the event repairs are not made within a reasonable time, or standard alternative accommodations are not provided. No abatement shall occur if (1) the resident rejects standard alternative accommodations, or (2) the cause of the damage was other than the act or failure to act by Management or any act of God.

Defects or conditions hazardous to life, health and safety: shall include but shall not be limited to the following conditions lasting more than 24 hours: (i) Heat at less than 65 degrees F during the period when the housing code would require the provision of sufficient heat to maintain such temperature in the dwelling unit; (ii) no running water; (iii) No hot water; (iv) The only toilet in the dwelling unit is clogged or otherwise unusable; (v) If sewage backs up into any plumbing fixture; (vi) Any noises, fumes or odors so strong as to render the dwelling unit or major portion thereof uninhabitable; (vii) Flooding of an area used for living and sleeping; (viii) Water leakage which prevents occupancy of the dwelling unit or major portion thereof; and (ix), Major electrical outages; provided that defects or conditions resulting from breakdown or inadequacy of fuel and/or energy supply, such as (i), (iii) and (ix), shall be cause for abatement of rent or relocation under subsection (d) only where such fuel and/or energy is provided by Management at no additional cost to resident.

4) In the event resident's rent is not abated pursuant to the provision of this section, the resident shall if it is necessary to file a grievance, pay the entire amount of rent for the month or months during which rent is so abated to a third party, to be agreed upon by resident and Management, to be held in escrow pending a decision in accordance with the grievance procedure provided pursuant to Section 14 hereof unless there are extenuating circumstances.

Section 10. Inspections

When resident takes possession of or vacates the dwelling unit, Management and resident or the resident's representative, shall inspect it and a written statement of the condition of the dwelling unit and the equipment in it shall be noted in writing, signed by both parties and a copy given to Resident. Thereafter, Management shall be permitted to enter the dwelling unit, (1) to examine the condition thereof and perform necessary preventive or remedial maintenance, repairs and alterations, including extermination, during which time photographs may be taken and (2) to show the dwelling unit to prospective residents. Such entry may be made in the

absence of the resident after advance written notice to the resident of the date given at least two days before entry, time and purpose of said proposed entry and during reasonable business hours, provided, that if Management reasonably believes that an emergency exists, it may enter the dwelling unit without prior written notice and in the absence of resident. If resident fails or refuses to allow Management to enter the unit to inspect and/or make necessary repairs it shall be deemed a material breach of this Lease and Management may elect to terminate the Lease in accordance with Section 11 hereof.

In the event of an emergency entry or entry when no adult household members are present, Management shall notify resident of the date, time and purpose of such entry prior to leaving unit. Management shall inspect the dwelling unit before resident vacates, and shall provide resident with a written statement of the charges, if any for which resident is responsible, as provided herein. Resident and/or his representative should be present at such inspection.

Resident acknowledges that Management has a master key for the subject apartment. Resident agrees not to change any lock in the apartment nor add any locks. In the event that resident changes or adds any lock, it shall be deemed a serious violation of the material terms of the Lease and Management may elect to terminate the Lease in accordance with Section 11. In support of Management's rights set forth in this section, Management shall have the right to enter the resident's apartment notwithstanding the presence of an unauthorized lock after giving two (2) days advance written notice.

Section 11. *Termination of Lease*

a) This Lease may be terminated by resident at any time after the Expiration Date by giving at least thirty (30) days written notice no later than the first day of any calendar month in the manner specified in Section 13 i.e., (notice received on February 1st shall be effective to terminate the Lease as of the last day of said calendar month). Upon vacating, resident agrees to remove all personal property, to leave the dwelling in broom-clean condition, reasonable wear and tear excepted, and to return all keys to Management.

b) Management shall not terminate or refuse to renew the Lease for other than failure to pay rent and/or required payments, costs, charges, fees or penalties, including late charges and/or violation of material terms of the Lease and/or failure to fulfill the Resident obligations set forth in this lease or for other good cause.

"Good Cause" includes, but is not limited to:

- (i) Alcohol abuse, illegal drug-use or drug-related criminal activity on or off the premises.

- (ii) Criminal or other activity that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other residents, guests or Management's employees.
- (iii) Failing to disclose or providing false information on the application for housing or application for continued occupancy including information relating to sources and amounts of income, family composition or family size.
- (iv) Interference with the rights of other residents, guests or Management's employees;
- (v) Material non-compliance with the terms of the Lease, or Resident's obligations pursuant to state law or federal regulations.
- (vi) Failure to comply with the community service requirements or participate in an economic self-sufficiency program.
- (vii) Discovery after Resident's admission of facts which, if known, would have made the Resident ineligible for admission.

c) If Management elects to terminate this Lease, a Pretermination Notice is sent unless otherwise exempted by state statute or federal regulations. If a Pretermination Notice is required, resident shall be notified in writing of the reasons for the proposed termination, of the right to make such reply or explanation as the resident may wish, of the right to review documents relevant to the termination, and of the possible right to request a hearing upon the proposed termination in accordance with the Grievance Procedure of Management, Administrative Order No. 2. The Grievance Procedure sets forth residents' rights to a hearing if Resident disputes Management's actions or failure to act involving the Lease or regulations. Not all terminations of the Lease are entitled to a grievance hearing pursuant to the Grievance Policy and state and federal law.

d) If the resident, does not request a hearing after issuance of the Pretermination Notice, or after the hearing, the decision of Management is affirmed, Management shall have the right to recover possession of the dwelling unit in the manner prescribed by the state statutes relating to summary process.

e) Death of the remaining family member or resident who is age 18 or older. In the case of the death of the remaining family member or resident over the age of 18, notice shall be given as required by State Statute.

Section 12. *Attorney's Fees and Court Costs*

The resident will be obligated to pay all costs, including reasonable attorney's fees, in any action brought to recover possession of the premises or to enforce the resident's obligations hereunder.

Section 13. *Delivery of Notices*

All notices required under this Lease to be given by Management to all residents, other than legal notices in connection with the termination of this Lease, shall be in writing and delivered to resident personally, or to an adult member of the resident's household, or sent by prepaid first class mail, properly addressed to resident. Pretermination Notices shall be delivered by first class mail and other legal notices shall be delivered as required by statute. Notices to visually impaired residents will be in an accessible format if notification given to Management of impairment.

Notices required in Braille: _____ Yes _____ No

Signature _____

Bi-lingual interpreter required at recertification: _____ Yes _____ No

Specify Language

Signature _____

Notices required under Lease to be given by resident to Management shall be in writing and delivered personally, or sent by prepaid first class mail, properly addressed to the Executive Director. If more than one person signs this Lease, any notice under this Lease shall be sufficient if delivered to one such person, and notice to one signer is notice to all.

Section 14. *Grievance Procedure*

Except for exclusions set forth below grievances arising under this Lease shall be processed and resolved in accordance with the Grievance Procedure of the Housing Authority, as amended from time to time.

When Management is not required to afford the Resident the opportunity for a hearing under Management's grievance procedure for a grievance concerning a lease termination and Management has decided to exclude such grievance from the Management grievance procedure, the notice of lease termination shall:

- a) state that the Resident is not entitled to a grievance hearing on the termination;

b) specify the judicial eviction procedure to be used by Management for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and

c) state whether the eviction is for criminal activity or for drug-related criminal activity.

Section 15. *Non-Waiver*

The failure of Management to terminate this Lease or take other action when it has cause to do so shall not be construed as a waiver of its rights to take action or terminate the Lease at any future time for the same cause or any other cause.

Section 16. *Changes*

Modification of this Lease must be accomplished by written rider or amendment to the Lease executed by both parties, except for section 4 of this Lease and regulations which have been modified according to Section 8, Rules and Regulations of Management as amended from time to time, and incorporated herein by reference.

Section 17. *Headings and Margin Notes*

The titles of the various sections of this Lease and the notes in the margins are for identification and ready reference purposes only and are not part of this Lease.

Section 18. *Reasonable Accommodations*

A person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the person with disabilities with an opportunity to use and occupy the dwelling unit on an equal basis as a person without disabilities, in accordance with Management's Reasonable Accommodation Policy. The Resident may, at any time during the tenancy, request reasonable accommodation of a household member with disabilities, including reasonable accommodation so that the resident can meet lease requirements or other requirements of tenancy.

Section 19. *Applicability of Federal and/or State regulations and statutes*

The Lease provisions herein will at all times be governed by and subject to existing federal and/or state regulations and statutes passed from time to time and Management reserves the right to make such changes as are mandated by changes in such statutes or regulations.

By signature(s), the resident and authorized occupant(s) listed below, acknowledge(s), that he or she has read and understood the Lease Agreement and has reviewed a copy of the Rules and Regulations, and has had the opportunity to review the policies of Management as referenced herein, including any attachments, which are incorporated into the Lease.

IN WITNESS WHEREOF, Management, through its duly authorized officers, and the resident have executed this Lease Agreement as of the day and year first above written.

Housing Authority of the City of Norwalk

Resident

By _____

Resident

Resident _____

Resident _____

The tenant hereby acknowledges that at Initial Lease-up she/he was provided with a copy of the following documents:

- | | |
|--|-------------|
| 1. The NHA Grievance Procedures | ___ Initial |
| 2. The NHA Progressive Student Success Program | ___ Initial |

HCV Administrative Plan Revisions

Administrative Plan Chapter 3 Revisions

3.S. MANDATORY DENIAL OF ASSISTANCE

PHAs are required to establish standards that prohibit admission of an applicant to the HCV program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, and/or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.

Where the statute requires that PHAs prohibit admission for a prescribed period after some disqualifying behavior or event, PHAs may choose to continue that prohibition for a longer period [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

- If any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist.

NHA Policy

The NHA may admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 10 years for drug-related criminal activity, if the NHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the NHA or that the offense was originally classified as a misdemeanor.

- If the PHA determines that any household member is currently engaged in the use of illegal drugs.

NHA Policy

DRUG MEANS A CONTROLLED SUBSTANCE AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCES ACT [21 U.S.C. 802]. CURRENTLY ENGAGED IN THE ILLEGAL USE OF A DRUG MEANS A PERSON HAS ENGAGED IN THE BEHAVIOR RECENTLY ENOUGH TO JUSTIFY A REASONABLE BELIEF THAT THERE IS CONTINUING ILLEGAL DRUG USE BY A HOUSEHOLD MEMBER [24 CFR 960.205(B)(1)].

NHA HAS REASONABLE CAUSE TO BELIEVE THAT ANY HOUSEHOLD MEMBER'S CURRENT USE OR PATTERN OF USE OF ILLEGAL DRUGS, OR CURRENT ABUSE OR PATTERN OF ABUSE OF ALCOHOL, MAY THREATEN THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY OTHER RESIDENTS. IN DETERMINING REASONABLE CAUSE, NHA WILL CONSIDER ALL CREDIBLE EVIDENCE, INCLUDING BUT NOT LIMITED TO, ANY RECORD OF CONVICTIONS,

ARRESTS, OR EVICTIONS OF HOUSEHOLD MEMBERS RELATED TO THE USE, SALES, POSSESSION OR ABUSE OF ILLEGAL DRUGS OR THE ABUSE OF ALCOHOL.

CURRENTLY ENGAGED IN IS DEFINED AS ANY USE OF ILLEGAL DRUGS DURING THE PREVIOUS SIX (6) MONTHS.

- If the PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

NHA Policy

In determining reasonable cause, the NHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.

- If any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- If any household member is subject to a lifetime registration requirement under a state sex offender registration program

3.T. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity

HUD permits, but does not require, the PHA to deny tenancy if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive admission to housing, certain types of criminal activity.

NHA Policy

*If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past **ten** years, the family will be denied tenancy.*

- *Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]. A **determination that the offense was originally classified as a misdemeanor may be considered by the NHA as a reason for not denying admission.***
- *Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].*

- *Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or*
- *Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the NHA (including a NHA employee or a NHA contractor, subcontractor, or agent).*

Immediate vicinity means within a 1,500 feet radius of any NHA premises.

Evidence of such criminal activity includes, but is not limited to:

- *Conviction for drug-related or violent criminal activity within the past ten years.*
- *Any arrests for drug-related or violent criminal activity within the past ten years.*
- *Any record of eviction from public or privately-owned housing as a result of criminal activity within the past ten years.*

In making its decision to deny assistance, the NHA will consider the factors discussed in Section 3.III.E. Upon consideration of such factors, the NHA may, on a case-by-case basis, decide not to deny assistance.

3-III.D. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities.

In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

PHA Policy

NHA will perform a criminal background check through local and state law enforcement for every adult household member.

Proposed PHA Policy

Prior to the applicant receiving a voucher NHA will require a drug test for every adult household member to determine eligibility since HUD requires the PHA to deny assistance if any household member is currently engaged in the use of illegal drugs.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 982.307]

The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

PHA Policy

NHA **will not** conduct additional screening to determine an applicant family's suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires the PHA to provide prospective owners with the family's current and prior address (as shown in PHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits the PHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

PHA Policy

NHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before.

NHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

NHA POLICY

NHA WILL TERMINATE THE LEASE IF IT DETERMINES THAT A HOUSEHOLD MEMBER HAS FURNISHED FALSE OR MISLEADING INFORMATION CONCERNING ILLEGAL DRUG USE OR ALCOHOL ABUSE.

NHA WILL CONSIDER ALL CREDIBLE EVIDENCE, INCLUDING BUT NOT LIMITED TO, ANY RECORD OF ARRESTS OR CONVICTIONS OF HOUSEHOLD MEMBERS RELATED TO THE USE OF ILLEGAL DRUGS OR THE ABUSE OF ALCOHOL AND ANY RECORDS OR OTHER DOCUMENTATION (OR LACK OF RECORDS OR DOCUMENTATION) SUPPORTING CLAIMS OF REHABILITATION OF ILLEGAL DRUG USERS OR ALCOHOL ABUSERS, INCLUDING TESTING.

Administrative Plan Chapter 5 Revisions

5-II.D. HOUSING CHOICE VOUCHER ISSUANCE (HCV) & RESCISSIONS **[24 CFR 982.302]**

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the PHA issues a Housing Choice Voucher, form HUD-52646.

This chapter deals only with HCV issuance for applicants.

For HCV issuance associated with moves of program participants, please refer to Chapter 10.

The HCV is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of HCV issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program.

The HCV is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit.

However, the PHA does not have any liability to any party by the issuance of the HCV, and the HCV does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, form HUD-52646]

A HCV can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

NHA POLICY (PROPOSED ADDITIONAL LANGUAGE)

PRIOR TO RECEIVING A VOUCHER THE APPLICANT MUST SUBMIT PROOF OF ELIGIBILITY OR WAIVER TO OBTAIN UTILITY SERVICES WITH CONNECTICUT LIGHT AND POWER AND WITH YANKEE GAS IN THE NAME OF THE HEAD OF HOUSEHOLD OR SPOUSE. BEFORE A RTA IS APPROVED THE SECTION 8 HOUSING CHOICE VOUCHER HOLDER MUST SUBMIT PROOF OF ELIGIBILITY OR A WAIVER WITH THE ACTUAL ELECTRIC COMPANY IF CONNECTICUT LIGHT AND POWER IS NOT THE SUPPLIER. IF THE CLIENT CANNOT GET HIS/HER UTILITY ACCOUNT ESTABLISHED IN THE NAME OF THE HEAD OF HOUSEHOLD OR SPOUSE, THEN THE VOUCHER MAY ONLY BE USED TO LEASE A UNIT THAT INCLUDES ALL UTILITIES BUT WILL ALSO BE REFERRED TO AGENCIES WHICH MAY ASSIST IN SECURING A UTILITY DEPOSIT.

5-II.E. HOUSING CHOICE VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Housing Choice Voucher Term [24 CFR 982.303]

The initial term of a HCV must be at least 60 calendar days. The initial term must be stated on the HCV [24 CFR 982.303(a)].

Existing PHA Policy

The initial HCV term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless NHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA’s administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA’s decision to approve or deny an extension. The PHA’s decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

NHA will automatically approve one 60-day extension upon written request from the family.

PHA POLICY (PROPOSED ADDITIONAL LANGUAGE)
NHA WILL APPROVE ONE 60-DAY EXTENSION UPON WRITTEN REQUEST FROM THE FAMILY IF THEY SUBMIT PROOF (A WRITTEN LOG OF LANDLORDS OR AGENCIES THEY CONTACTED) THAT THEY HAVE BEEN ACTIVELY SEARCHING FOR HOUSING.

NHA will approve additional extensions only in the following circumstances:

1. It is necessary as a reasonable accommodation for a person with disabilities.
2. It is necessary due to reasons beyond the family’s control, as determined by the PHA. Following is a list of extenuating circumstances that the PHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
 - Serious illness or death in the family
 - Other family emergency
 - Whether the family has already submitted requests for tenancy approval that were not approved by NHA
 - Whether family size or other special requirements make finding a unit difficult
 - difficulties in securing units with all utilities included

Any request for an additional extension must include the reason(s) an additional extension is necessary. NHA may require the family to provide documentation to support the request.

**ATTACHMENT B2: NHA BAR-OUT POLICY FOR NON-RESIDENTS ON OR IN
NHA PROPERTIES**

**Housing Authority of the City of Norwalk, CT
NON-RESIDENT BAR-OUT POLICY**

Policy Statement

The Housing Authority of the City of Norwalk seeks to promote the safety, security and well-being of all NHA residents, employees and other persons who have a legitimate purpose on NHA property. Drug dealing, gang-related activities, disorderly and/or lewd conduct, and/or violent criminal activities all have a profoundly negative impact on public safety and the quality of life in NHA housing. The enactment of this bar-out policy enables the NHA to deny non-residents who have engaged in such serious criminal conduct access to NHA property. This policy applies only to non-residents who are over the age of eighteen.

Criteria for Exclusion

Non-residents who engage in criminal activity on NHA property shall be barred from NHA for three or more years.

Any non-resident of the NHA who engages in the following conduct while present on NHA property will be precluded from entering NHA property upon service of a Bar-Out Notice for three years:

- Trespassing on NHA property, as defined under the Connecticut Penal Code.
- Entering NHA property in violation of the express terms of an Order of Protection entered in favor of an NHA tenant.
- Engaging in disorderly and/or obscene conduct, and/or public lewdness as defined under the Connecticut Penal Code.

Any non-resident of the NHA who engages in one of the following criminal activities while present on NHA property will be precluded from entering NHA property upon service of a Bar-Out Notice for five years:

- Engaging in conduct that constitutes the crime of criminal possession of a weapon under the Connecticut Penal Code.
- Engaging in assault, gang assault, and/or other threatening behavior that constitutes a felony under the Connecticut Penal Code.
- Engaging in gang activity.

Any non-resident of the NHA who engages in following conduct while present on NHA property will be precluded from entering NHA property upon service of a Bar-Out Notice for ten years:

- Possession or sale of a controlled substance or drug related criminal activity.

Any non-resident of the NHA who engages in following conduct while present on NHA property will be precluded from entering NHA property upon service of a Bar-Out Notice for life:

- Committing one of the following violent criminal activities: homicide, incest, sexual misconduct against a minor child, sexual assault, and/or rape, as defined under the Connecticut Penal Code.

Procedure

Upon notice to the NHA from the Norwalk Police Department and/or any other law enforcement agency, that a non-resident has been engaged in, arrested and/or convicted for drug related criminal activity, gang-related activities, disorderly and/or lewd conduct, and/or other violent criminal activities on NHA property, the NHA shall issue a written Notice of Exclusion to the non-resident.

Content of the Notice of Exclusion: The Notice of Exclusion served upon the non-resident shall be dated and shall state (a) that he/she has been arrested and/or convicted of drug related criminal activity, gang-related activities, disorderly and/or lewd conduct, and/or other violent criminal activities on NHA property; (b) the date and approximate time of the illegal conduct; (c) that as a result of the illegal conduct, he/she is barred, effective immediately, from entering property owned by the NHA, noting the time period in which the bar-out shall remain in effect; (d) that the non-resident's appearance on NHA property during the period of the bar-out shall result in the filing by the NHA of a criminal complaint for trespass; and (e) that under the circumstances set forth in this policy, the non-resident may file an application for Special Access or Emergency Access. Additionally the Notice of Exclusion shall advise the non-resident that their name shall be published on the NHA bar-out list that will be posted throughout NHA property. The Notice of Exclusion may be issued by the NHA's Executive Director, and/or the Executive Director's designee.

Service of the Notice of Exclusion: The Notice of Exclusion shall be served upon the non-resident by personal service and/or by regular mail and restricted certified mail, return receipt requested, addressed to the non-resident's last known address. In the event personal service is made, any agent of the NHA may effectuate the service. The NHA shall maintain documentation evidencing the manner of service of the Notice of Exclusion upon the non-resident. In the event the regular mail is not returned to the NHA, then service upon the non-resident shall be presumed effectuated after 5 days have elapsed from the date of mailing. A non-resident's name may not be included on the NHA Bar-Out List until such time as service is effectuated.

Publication of the Bar-Out List: The NHA shall publish and distribute to all residents, resident council members, and the Norwalk Police Department at least four (4) times per year, an official list of names of all persons who have been served with a Notice of Exclusion. The Bar-Out List shall include the effective and expiration dates of the bar-out. Notwithstanding the foregoing, the Bar-Out List shall be updated by the NHA from time-to-time, as the Authority deems appropriate.

Request for Special Access: A non-resident who has been served with a Notice of Exclusion may file a Request for Special Access at any time during the exclusion period, addressed as follows:

Curtis O. Law, Executive Director
Norwalk Housing Authority
24 ½ Monroe St.
P.O. Box 508
Norwalk, CT 06856

Absent special circumstances, such as a Court Order of Visitation, an application for Special Access must be made jointly by the non-resident and a lawful Resident's of the NHA (hereinafter referred to as an "Interested Resident"). The Interested Resident must appear in person (unless prevented by disability) to make the application and the Interested Resident must list any members of his/her household who have ever been subject to a Notice of Exclusion.

Upon review of the Special Access application, the Informal Hearing Officer shall issue a written decision which shall either grant or deny the application. The application may be granted only upon one of the following circumstances:

- The non-resident is a caregiver for the Interested Resident (or other individual residing with the Interested Resident) who is infirm or disabled, and no reasonable alternative means of providing such care exists;
- The non-resident is a caregiver for his or her minor child or grandchild, who resides on NHA property with an Interested Resident, and no reasonable alternative means of providing such care exists;
- The non-resident has parental visitation rights with respect to a child residing on NHA property and it is necessary under the circumstances that such non-resident be allowed access to NHA property (for pick up and drop off only) in connection with such visitation; or
- Any other situation exists where it is necessary under the circumstances presented that such non-resident be allowed access to NHA property and there is no reasonable alternative to allowing such access.

Where the non-resident's application for Special Access is granted, the Special Access shall be conditioned upon the following:

- The non-resident must proceed directly to and from the Interested Resident's apartment;
- The non-resident shall not enter any apartment other than the apartment of the Interested Resident;
- The non-resident shall not be permitted access to any common areas on NHA property except for direct ingress and egress to the Interested Resident's apartment.
- Any other conditions reasonably imposed by the Hearing Officer.

In the event that Special Access is granted to the non-resident, the NHA shall immediately advise the Norwalk Police Department.

Where a non-resident violates the terms of a Special Access grant, the NHA shall serve upon the non-resident a Notice of Revocation of Special Access in the same manner as a Notice of Exclusion is served under this policy. The Notice of Revocation of Special Access shall advise the non-resident (a) that the Special Access grant is revoked; (b) that he/she is barred, effective immediately, from entering property owned by the NHA, and that the Notice of Exclusion previously served upon the him/her has been reinstated, noting the time period in which the bar-out shall remain in effect; and (c) that the non-resident's appearance on NHA property during the period of the bar-out shall result in the filing by the NHA of a criminal complaint for trespass.

Where the non-resident's application for Special Access is denied, the Notice of Exclusion shall remain in full force and effect, and the non-resident shall continue to be subject to arrest for trespass upon entering NHA property. The Interested Resident may file a grievance under the NHA Grievance Procedure in the event an application for Special Access is denied.

The non-resident and Interested Resident may file a new application for Special Access upon a denial of access, but only if there are materially changed circumstances that provide new grounds for an exemption.

Request for Emergency Access: In the event of an emergency requiring that the non-resident be allowed immediate access to NHA property, the non-resident may make an oral application to the Executive Director and/or the Executive Director's designee, in person or by telephone during normal business hours. Upon consideration of the request, the non-resident may be granted temporary access to NHA on such terms and conditions as deemed appropriate by the NHA or the application for emergency access may be denied, at the full and absolute discretion of the NHA. In the event that Emergency Access is granted to the non-resident, the NHA shall immediately advise the Norwalk Police Department.

**Attachment C1: Financial Resources:
Planned Sources and Uses April 1, 2011 – March 31, 2012**

Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	3,827,000	
b) Public Housing Capital Fund	1,325,000	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	10,216,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	45,000	Public Housing Improvements
i) ROSS/Neighborhood Networks	0	
Other Federal Grants (list below)	136,000	FSS/Homeownership Coordinators
Mod Rehab (163 units)	2,439,000	
Single Room Occupancy (8 units)	94,320	
New Construction	N/A	
Multi-Family Drug Elimination	N/A	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income		
Dwelling Rental Income	2,535,000	Operations
4. Other income (list below)		
Interest on General Fund Investments	10,000	Operations
Section 8 Administrative Fees	830,000	Operations
4. Non-federal sources (list below)		
State Multi-Family (308 units)	5,020,000	Housing
St of CT DOE	150,000	
Total resources	26,627,320	

Attachment C2: AMP Budget 2011

NORWALK HOUSING AUTHORITY									
FEDERAL ASSET MANAGEMENT PROJECTS (AMPS)									
									823
FYE MARCH 31, 2012									
	amp 99	amp 1	amp 2	amp 3	amp 4	amp 5	amp 6	amp 7	
units		1 3 6	2 1 8	6 0	1 0 0	1 0 3	1 4 6	6 0	823
		16.62%	30.96%	5.47%	9.60%	9.46%	19.92%	7.98%	100%
							MEADOW 54 CHAPEL 29		
	Central Office	WASH VILLAGE	ROODNER COURT	SENIOR COURT	FREESE 60 SHOSTAK 40	DOWNS 49 20 WEST 54	SEAVIEW 38 MAIN 25	FAIRFIELD 29 KING 31	TOTAL
OPERATING RECEIPTS:									
Dwelling Rental		495,452	694,462	193,468	254,834	337,064	339,438	219,923	2,534,642
Interest Income		800	1,000	300	500	600	900	300	4,400
Other Income	110,745	33,974	56,672	12,453	18,590	21,293	38,734	19,485	311,946
Allocated Costs	992,248								992,248
TOTAL OPER. RECEIPTS	1,102,993	530,226	752,135	206,222	273,923	358,957	379,071	239,708	3,843,236
OPERATING EXPENSE:									
Allocated Costs		164,912	307,200	54,276	95,256	93,867	197,656	79,181	992,348
ADMINISTRATIVE EXP									
Salaries	566,246								566,246
Benefits	226,498								226,498
Legal	21,012	24,720	35,844	1,607	4,944	4,450	17,304	17,098	126,978
Training	10,506	1,438	2,678	473	830	819	1,723	690	19,157
Travel	11,124	1,078	2,007	355	623	614	1,293	518	17,613
Accounting		2,328	3,732	1,027	1,712	1,763	2,499	1,027	14,087
Sundry	178,368	9,888	24,720	3,708	8,652	12,360	6,180	3,708	247,584
TOTAL ADMINISTRATIVE	1,013,754	39,452	68,981	7,170	16,761	20,006	28,999	23,041	1,218,163
Salaries		130,283	217,299	13,927	22,308	29,115	135,257	56,208	604,396
Benefits		52,113	86,920	5,408	8,923	11,646	54,103	22,483	241,595
Tenant Services		16,068	35,844	8,652	13,596	74,160	29,664	12,360	190,344
Total Tenant Services	-	198,463	340,063	27,987	44,827	114,921	219,023	91,051	1,036,335
UTILITIES									
Water	1,854	34,687	107,242	5,898	8,528	21,003	41,876	22,768	243,856
Electricity	27,192	74,683	49,438	12,329	41,828	98,330	19,837	42,653	366,291
Gas	3,090	130,217	238,431	49,075	80,620	43,423	4,084	191	549,130
Fuel		-	-	-	-	-	5,670	38,746	44,416
Performance contract		8,652	18,540	8,652	8,034	4,944	2,163	2,472	53,457
TOTAL UTILITIES	32,136	248,239	413,650	75,954	139,011	167,699	73,630	106,830	1,257,149
ORDINARY MAINTENANCE									
Labor	-	156,212	210,207	67,084	81,206	102,941	159,671	129,696	907,016
Labor Benefits	-	62,485	84,083	26,834	32,482	41,176	63,868	51,878	362,806
Materials	14,832	61,800	173,040	11,124	14,832	22,248	43,260	27,192	368,328
Contract Costs	29,664	85,284	239,784	34,608	44,496	69,216	153,264	55,620	711,936
TOTAL MAINTENANCE	44,496	365,781	707,114	139,649	173,016	235,582	420,063	264,386	2,350,086
GENERAL EXPENSE									
insurance	6,427	96,822	118,963	21,018	36,887	36,350	76,573	30,663	423,704
pilot		26,207	30,165	12,332	12,347	17,948	27,599	11,970	138,567
depreciation		1,849	9,127	609	1,068	1,053	3,576	888	18,169
collection loss		8,240	25,750	1,030	515	1,030	2,060	3,090	41,715
EXTRAORDINARY MAINT.	6,180	14,420	20,600	4,944	6,180	18,540	19,158	12,360	102,382
TOTAL EXPENDITURES	1,102,993	1,164,386	2,041,612	344,969	525,868	706,995	1,068,336	623,459	7,578,618
									6,475,625
Subsidy		620,753	1,233,152	200,571	422,921	402,121	666,564	281,581	3,827,662
NET RECEIPTS (DEFICIT)	0	(13,407)	(56,325)	61,823	170,976	54,084	(22,701)	(102,170)	92,280

Attachment D: Flat Rents for Public Housing 2011

EFFECTIVE APRIL 1, 2011												
	Apr-10	Apr-11										
	0BR	0BR	1BR	1BR	2BR	2BR	3BR	3BR	4BR	4BR	5BR	5BR
WASHINGTON VILLAGE			647	666	863	863	1,214	1,214				
ROODNER COURT			567	584	716	716	795	795	1,584	1,584	1,893	1,893
SENIOR COURT	576	593	736	758								
IRVING FREESE			736	758	922	950						
LEROY DOWNS	449	462	657	677	1,040	1,071						
JOHN SHOSTAK			819	819								
20 WEST AVENUE			761	761								
KING KENNEDY			751	774	1,159	1,194	1,611	1,611	1,709	1,760		
MEADOW GARDENS							1,611	1,611				
SEAVIEW			935	963	1,200	1,236						
ELMWOOD							1,426	1,668				
FAIRFIELD AVENUE	633	652	813	935	1,045	1,233						
CHAPEL STREET					1,068	1,260	1,275	1,530				
MAIN AVENUE							1,834	1,889				
LUDLOW VILLAGE		605		695								
AVERAGE NHA FLAT RENT	553	569	742	769	1,002	1,065	1,395	1,474	1,647	1,672	1,893	1,893
HUD FMR(October 1st prior yr)	1,183	-	1,440	-	1,800	-	2,345	-	2,833	-	3,256	0

ATTACHMENT E: HCV (Section 8) PAYMENT STANDARDS 2011

The payment standards were determined by averaging ten different units in both low and high income census tract areas for each bedroom size. The utilities were determined by using the highest amount from each bedroom size categories. The two numbers were then added together to determine the payment standard.

Each payment standard schedule must have payment standards set within 90 to 110% of the current published FMR unless approved by HUD.

The NHA Payment Standards effective January 1 2011 are as follows:

Low Income Census Tracts Payment Standard 432, 434, 437, 438, 440, 441, 442, 444, 445	Middle and Upper Income Census Tracts Payment Standard 425, 426, 427, 428, 429, 430, 431, 433, 435, 436, 439, 443, 446
0 Bedroom- Low	0 Bedroom High
1,111	1,267
1 Bedroom –Low	1 Bedroom -High
1,310	1,574
2 Bedrooms – Low	2 Bedrooms -High
1,637	1,959
3 Bedrooms –Low	3 Bedrooms -High
2,217	2,579
4 Bedrooms –Low	4 Bedrooms -High
2,575	2,883

Note that HUD will publish new FMRs before the 2011 NHA year begins and these may be adjusted as a result.

Attachment F1: Public Housing Utility Allowances

								UTILITY ALLOWANCES 4/1/2011		
Proj. Name	AMP #	# of BR	# of Units	ccf	\$	kwh	\$	\$	STOVES & REF 16	ADJUSTED
Washington Village	1	1 BR	35	0	\$0	267	\$51	\$51	\$16	\$ 67
SNEW		2 BR	70	0	\$0	311	\$58	\$58	\$16	\$ 74
		3 BR	31	0	\$0	362	\$66	\$66	\$16	\$ 82
			136							
Roodner Court	2	1 BR	22	0	\$0	280	\$63	\$63	\$16	\$ 79
CL&P		2 BR	79	0	\$0	346	\$74	\$74	\$16	\$ 90
		3 BR	78	0	\$0	405	\$84	\$84	\$16	\$ 100
		4 BR	26	0	\$0	461	\$94	\$94	\$16	\$ 110
		5 BR	13	0	\$0	509	\$102	\$102	\$16	\$ 118
			218							
Senior Court	3	0 BR	20	0	\$0	257	\$59	\$59	\$16	\$ 75
CL&P		1 BR	40	0	\$0	278	\$63	\$63	\$16	\$ 79
			60							
Irving Freese	4	1 BR	59	0	\$0	281	\$63	\$63	\$16	\$ 79
CL&P		2 BR	1	0	\$0	350	\$75	\$75	\$16	\$ 91
			60							
John Shostak	4	1 BR	40	0	\$0	656	\$127	\$127	\$16	\$ 143
CL&P										
			40							
Leroy Downs	5	0 BR	20	0	\$0	258	\$49	\$49	\$16	\$ 65
SNEW		1 BR	26	0	\$0	268	\$51	\$51	\$16	\$ 67
		2 BR	3	0	\$0	328	\$60	\$60	\$16	\$ 76
			49							
20 West	5	1BR	54						\$16	\$ 16
			54							
Meadow Gardens	6	3 BR	54	98	\$177	317	\$59	\$235	\$16	\$ 251
SNEW & YANKEE										
			54							
Seaview	6	1 BR	11	0	\$0	1010	\$174	\$174	\$16	\$ 190
TTD		2 BR	23	0	\$0	1488	\$249	\$249	\$16	\$ 265
			34							
Elmwood	6	3 BR	4	0	\$0	1920	\$318	\$318	\$16	\$ 334
SNEW										
			4							
Chapel Street	6	2 BR	18	38	\$77	760	\$144	\$221	\$16	\$ 237
CLP & YANKEE		3 BR	11	44	\$87	1085	\$199	\$286	\$16	\$ 302
			29							
Main Avenue	6	3 BR	25	93	\$169	421	\$87	\$256	\$16	\$ 272
CLP & YANKEE										
			25							
Fairfield Avenue	7	0 BR	4	0	\$0	256	\$49	\$49	\$16	\$ 65
SNEW		1 BR	4	0	\$0	286	\$54	\$54	\$16	\$ 70
		2 BR	21	0	\$0	344	\$63	\$63	\$16	\$ 79
			29							
King Kennedy	7	1 BR	2	48	\$93	323	\$60	\$153	\$16	\$ 169
SNEW & YANKEE		2 BR	3	60	\$114	425	\$76	\$190	\$16	\$ 206
		3 BR	18	86	\$157	490	\$87	\$243	\$16	\$ 259
		4 BR	8	109	\$195	550	\$96	\$291	\$16	\$ 307
			31							
Ludlow Village		0 BR	22	0	\$0	605	\$110	\$110	\$0	\$ 110
TTD		1 BR	8	0	\$0	605	\$110	\$110	\$0	\$ 110
			30							
TOTALS			853							

	RATE		serv chg:
Yankee Gas*	1.67		13.50
CL&P	0.17		16.00
SNEW **	0.16		7.41
TTD	0.16		15.00

Attachment F2: HCV (Section 8) Utility Allowances

**NORWALK HOUSING
AUTHORITY**

SECTION 8

09/15/10

UTILITY ALLOWANCES - CONSUMPTIONS

Section 8 2011

Detached Single Family

	1 BR		2 BR		3 BR		4 BR	
Sq. Ft.	600		850		1,000		1,200	
	rate		rate		rate		rate	
Heating								
Natural Gas (ccf)	48	1.67\$ 84.48\$	56	1.67\$ 93.62\$	65	1.67\$ 108.67\$	80	1.67\$ 133.74\$
Oil (gallons)	35	2.39\$ 94.15\$	40	2.39\$ 95.60\$	47	2.39\$ 112.33\$	58	2.39\$ 138.62\$
CLP Electric (kwh)	600	0.17\$ 84.00\$	800	0.17\$ 135.03\$	900	0.17\$ 151.91\$	1,050	0.17\$ 177.23\$
SNEW Electric (kwh)	600	0.16\$ 78.00\$	800	0.16\$ 129.22\$	900	0.16\$ 145.37\$	1,050	0.16\$ 169.60\$
TTD Electric (kwh)	600	0.16\$ 66.00\$	800	0.16\$ 125.76\$	900	0.16\$ 141.48\$	1,050	0.16\$ 165.06\$
Cooking								
Natural Gas (ccf)	6	1.67\$ 10.03\$	8	1.67\$ 13.37\$	10	1.67\$ 16.72\$	12	1.67\$ 20.06\$
CLP Electric (kwh)	80	0.17\$ 13.50\$	100	0.17\$ 16.88\$	130	0.17\$ 21.94\$	150	0.17\$ 25.32\$
SNEW Electric (kwh)	80	0.16\$ 12.92\$	100	0.16\$ 16.15\$	130	0.16\$ 21.00\$	150	0.16\$ 24.23\$
TTD Electric (kwh)	80	0.16\$ 12.58\$	100	0.16\$ 15.72\$	130	0.16\$ 20.44\$	150	0.16\$ 23.58\$
Lighting/TV/Refrigerator								
CLP Electric (kwh)	175	0.17\$ 29.54\$	250	0.17\$ 42.20\$	325	0.17\$ 54.86\$	400	0.17\$ 67.52\$
SNEW Electric (kwh)	175	0.16\$ 28.27\$	250	0.16\$ 40.38\$	325	0.16\$ 52.49\$	400	0.16\$ 64.61\$
TTD Electric (kwh)	175	0.16\$ 27.51\$	250	0.16\$ 39.30\$	325	0.16\$ 51.09\$	400	0.16\$ 62.88\$
Water Heating								
Natural Gas (ccf)	15	1.67\$ 25.08\$	20	1.67\$ 33.44\$	30	1.67\$ 50.15\$	40	1.67\$ 66.87\$
Oils (gallons)	11	2.39\$ 26.29\$	15	2.39\$ 35.85\$	22	2.39\$ 52.58\$	29	2.39\$ 69.31\$
CLP Electric (kwh)	300	0.17\$ 50.64\$	350	0.17\$ 59.08\$	400	0.17\$ 67.52\$	450	0.17\$ 75.96\$
SNEW Electric (kwh)	300	0.16\$ 48.46\$	350	0.16\$ 56.53\$	400	0.16\$ 64.61\$	450	0.16\$ 72.68\$
TTD Electric (kwh)	300	0.16\$ 47.16\$	350	0.16\$ 55.02\$	400	0.16\$ 62.88\$	450	0.16\$ 70.74\$
Separate Gas Heaters (ccf)	12	1.67\$ 20.06\$	16	1.67\$ 26.75\$	24	1.67\$ 40.12\$	32	1.67\$ 53.50\$

Row Housing and Garden Apartments

	1 BR		2 BR		3 BR		4 BR	
Sq. Ft.	500		750		925		1,050	
	rate		rate		rate		rate	
Heating								
Natural Gas (ccf)	40	1.67\$ 66.87\$	50	1.67\$ 83.59\$	60	1.67\$ 100.31\$	70	1.67\$ 117.03\$
Oil (gallons)	29	2.39\$ 69.31\$	36	2.39\$ 86.04\$	43	2.39\$ 102.77\$	50	2.39\$ 119.50\$
CLP Electric (kwh)	500	0.17\$ 84.40\$	675	0.17\$ 113.93\$	775	0.17\$ 130.81\$	950	0.17\$ 160.35\$
SNEW Electric (kwh)	500	0.16\$ 80.76\$	675	0.16\$ 109.03\$	775	0.16\$ 125.18\$	950	0.16\$ 153.44\$
TTD Electric (kwh)	500	0.16\$ 78.60\$	675	0.16\$ 106.11\$	775	0.16\$ 121.83\$	950	0.16\$ 149.34\$

High Rise Apartment-Elevator-Over 3 stories

	1 BR		2 BR		3 BR		4 BR	
Sq. Ft.	425		675		850		925	
	rate		rate		rate		rate	
Heating								
Natural Gas (ccf)	35	1.67\$ 58.51\$	45	1.67\$ 75.23\$	55	1.67\$ 91.95\$	60	1.67\$ 100.31\$
Oil (gallons)	25	2.39\$ 59.75\$	33	2.39\$ 78.87\$	40	2.39\$ 95.60\$	43	2.39\$ 102.77\$
CLP Electric (kwh)	400	0.17\$ 67.52\$	550	0.17\$ 92.83\$	700	0.17\$ 118.15\$	850	0.17\$ 143.47\$
SNEW Electric (kwh)	400	0.16\$ 64.61\$	550	0.16\$ 88.84\$	700	0.16\$ 113.06\$	850	0.16\$ 137.29\$
TTD Electric (kwh)	400	0.16\$ 62.88\$	550	0.16\$ 86.46\$	700	0.16\$ 110.04\$	850	0.16\$ 133.62\$

Service Charges

Yankee Gas		13.50\$		13.50\$		13.50\$		13.50\$
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CL&P	16.00\$	16.00\$	16.00\$	16.00\$
SNEW	7.41\$	7.41\$	7.41\$	7.41\$
TTD	15.00\$	15.00\$	15.00\$	15.00\$
Range	7.00\$	7.00\$	7.00\$	7.00\$
Refrigerator	9.00\$	9.00\$	9.00\$	9.00\$

Total Allowance

9/1/2010	RATE		serv chg:
Yankee Gas	1.67		13.50
CL&P	0.17		16.00
SNEW	0.16		7.41
TTD	0.16		15.00
East river		2.39	

Attachment G: Standard Public Housing Maintenance Charges Effective 4/1/2011:

<u>PLUMBING – PL 1000</u>	<u>PARTS COST</u>	<u>LABOR COST</u>	<u>TOTAL COST</u>
Replace sink stopper	\$7.00	\$34.00 – 1 hour	\$41.00
Replace bathtub diverter	\$7.00	\$34.00 – 1 hour	\$41.00
Replace toilet handle	\$7.00	\$34.00 – 1 hour	\$41.00
Replace faucet – kitchen	\$32.00	\$68.00 - 2 hours	\$100.00
Replace faucet – bathroom	\$22.00	\$68.00 - 2 hours	\$90.00
Replace toilet	\$300.00	\$136.00 - 4 hours	\$436.00
Replace handicapped toilet	\$182.00	\$136.00 - 4 hours	\$318.00
Replace toilet seat	\$26.00	\$34.00 – 1 hour	\$60.00
Replace handicap toilet seat	\$32.00	\$34.00 – 1 hour	\$66.00
<u>CLEARING OF STOPPAGES</u>			
<u>(RESIDENT CAUSED BY FOOD/GREASE/ETC.)</u>			
Monday-Friday		\$68.00	
Saturday		\$102.00	
Sunday		\$136.00	
Mainline Stoppage		No Charge	
 <u>ELECTRIC – EL2000</u>			
Replace outlet	\$6.00	\$34.00 - 1 hour	\$40.00
Replace switch	\$6.00	\$34.00 -1 hour	\$40.00
Replace light switch cover	\$2.00	\$34.00 -1 hour	\$37.00
Replace hall light fixture	\$42.00	\$34.00 -1 hour	\$76.00
Replace smoke detector	\$51.00	\$34.00 -1 hour	\$85.00
Replace smoke detector battery	\$3.00	\$34.00 -1 hour	\$37.00
Intercom repairs	Actual Cost	Actual Cost	
Replace exit light	\$122.00	\$68.00 - 2 hours	\$190.00
Replace globe	\$17.00	\$34.00 - 1 hour	\$51.00
Replace light bulb	\$3.00	\$17.00 – 1/2 hour	\$20.00
Replace fluorescent light bulb	\$14.00	\$17.00 - 1 hour	\$31.00
<u>CARPENTRY – CA3000</u>			
Wall repair	\$17.00	Actual Hours @ 34.00	
Replace interior door	\$45.00	\$68.00 - 2 hours	\$113.00
Replace interior door knob	\$22.00	\$34.00 - 1 hour	\$56.00
Replace closet door	\$45.00	\$68.00 - 2 hours	\$113.00
Replace closet door knob	\$22.00	\$34.00 - 1 hour	\$68.00
Replace closet rod pole	\$12.00	\$34.00 - 1 hour	\$46.00
Replace closet storage/shelf system	\$122.00	\$68.00 - 2 hours	\$190.00

<u>PAINT – PA 4000</u>	<u>PARTS COST</u>	<u>LABOR COST</u>	<u>TOTAL COST</u>
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Repaint (graffiti)	\$ 34.00	Actual hours	
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APPLIANCES – AP5000

NHA Stoves

Oven door handle	\$34.00	\$34.00 - 1 hour	\$68.00
Oven knob	\$10.00	N/C	
Broiler door handle	\$47.00	\$34.00 - 1 hour	\$81.00
Range hood filter	\$4.00	\$34.00 - 1 hour	\$38.00
Replace stove	\$342.00	\$68.00 - 2 hours	\$410.00

NHA Refrigerators

Handle	\$57.00	\$34.00 - 1 hour	\$91.00
Replace refrigerator	\$442.00	\$68.00 - 2 hours	\$510.00

HARDWARE – HW6000

Replace building entry door	\$652.00	\$204.00 - 6 hours	\$856.00
Replace building entry door closer	\$127.00	\$68.00 - 2 hours	\$195.00
Replace building entry door - panic bar	\$652.00	\$102.00 - 3 hours	\$754.00
Replace building entry door – grab bar	\$137.00	\$68.00- 2 hours	\$205.00
Replace building entry door lock	\$57.00	\$34.00 - 1 hour	\$91.00
Replace building entry door knob	\$22.00	\$34.00 - 1 hour	\$56.00
Replace apt. entry door	\$352.00	\$204.00 - 6 hours	\$556.00
Replace apt. entry door striker plate	\$3.00	\$34.00 - 1 hour	\$37.00
Replace apt entry door cylinder lock	\$18.00	\$34.00 - 1 hour	\$52.00
Replace apt. entry door lock	\$57.00	\$34.00 - 1 hour	\$91.00
Replace apt. door key	\$12.00	\$34.00 - 1 hour	\$46.00

MAILBOXES – MB7000

Replace doors	\$37.00	\$34.00 - 1 hour	\$71.00
Replace keys	\$12.00	\$34.00 - 1 hour	\$46.00
Replace lock	\$17.00	\$34.00 - 1 hour	\$51.00
Replace mailbox	\$77.00	\$34.00 - 1 hour	\$111.00

STANDARD MAINTENANCE CHARGES EFFECTIVE 4/1/11: Page 3

LABOR RATES	Laborer	Mechanic	Supervisor
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Normal Business Hours (8:00 a.m.-4:30 p.m.)	\$30.00	\$34.00	\$36.50
4:30 pm.-8:00 a.m. (Mon.-Fri.)	\$90.00	\$102.00	\$109.50
Saturday	\$90.00	\$102.00	\$109.50
Sunday and Holidays	\$120.00	\$136.00	\$146.00

LOCK-OUTS

	<u>SET RATE</u>
Day time service call	\$34.00
Night time service call	\$102.00
Saturday service call	\$102.00
Sunday and Holidays service call	\$136.00

MISCELLANEOUS

	<u>SET RATE</u>
Abandoned cars registered to anyone on lease	\$160.00
A/C installation	1 hour labor
Bike storage/removal	\$16.00 per day
Replace hallway Carpet sq. yd.	Actual Cost
Cleaning hallway carpet 30 sq.ft.	Actual Cost
Unauthorized pets	\$200.00
Cleaning of Carpet	Actual Cost
Flood caused by Tenant	Actual Cost
Fence removal	Actual Cost
Graffiti removal - exterior	\$18.00 per sq. ft.
Grass cutting (front and back) Inside Tenant Fencing	\$65.00
Grill removal	\$25.00
Maintenance re-cleaning hallways & common areas	\$20.00 per family
Not returning keys on time when transferring	\$20.00 per day
Painting/patching holes in ceiling and wall	\$20.00 per sq. ft. Labor and materials
Pet waste removal	\$20.00
Removal of holiday decorations	\$20.00
Satellite dish removal	\$60.00
Shopping cart removal	\$30.00
Storage/removal of items on fire escape, porches or hallways	\$50.00
Trash removal or household debris left in common areas	\$50.00
(WITH I.D.)	
Blocked Egress 1 st Time	\$50.00
2 nd Time	\$100.00
3 rd Time	\$200.00
4 th Time	Eviction

STANDARD MAINTENANCE CHARGES EFFECTIVE 4/1/11: Page 4

MISCELLANEOUS

SET RATE

Trash Found and Identified	1 st Time	Written Warning
	2 nd Time	\$50.00
	3 rd Time	\$100.00
	4 th Time	Eviction
Clothes on Deck		\$50.00 per violation
Not Prepared for Bed Bug Extermination		\$175.00

GLASS WINDOW

Small	Actual Cost
Medium	Actual Cost
Large	Actual Cost

WINDOW SCREEN & FRAME

Small	\$35.00
Medium	\$45.00
Large	\$55.00

RESCREEN

Small	\$25.00
Medium	\$35.00
Large	\$45.00

RESCREEN PATIO/STORM DOOR

\$35.00

STORM DOOR SCREEN WITH FRAME

\$55.00

MAINTCHARGEstandard – File
 UPDATED 9/8/10

Attachment H: List of RAB Members and Public Hearing Comments

*Yolanda Dancy, President
Meadow Gardens Complex
49 Meadow Street, Apt. 13
S. Norwalk, CT 06854*

*Clara Welfare
Washington Village Complex
1009 Washington Village
S. Norwalk, CT 06854*

*Ian Jobe
Meadow Gardens Complex
49 Meadow Street, Apt. 10
S. Norwalk, CT 06854*

*Ora Scott
Samuel Roodner Court
261 Ely Ave, Bldg. 19-1C
S. Norwalk, CT 06854*

*Thomasina McClendon
Samuel Roodner Court
261 Ely Ave, Bldg. 15-3F
S. Norwalk, CT 06854*

*Arletha Ephifrom
202-B Washington Village
S. Norwalk, CT 06854*

*Janice Frye
46 Prospect St. #3-H
Norwalk, CT 06850*

*Janice Carter
John Shostak Apts.
65 Ward Street, Apt. A-2
Norwalk, CT 06851*

*Marva Reaves
11 Fort Point Street, Apt. B-9
S. Norwalk, CT 06855*

*Deidra Davis, President
Samuel Roodner Court
261 Ely Ave, Bldg. 22-2B
S. Norwalk, CT 06854*

*Valencia Kitt
25 Parallel St.
Norwalk, CT 06851*

*Briggettie Grant, Vice
President
Chapel Street Complex
25 Chapel Street, Apt. D-5
Norwalk, CT 06850*

*Angela Morales
356 Main Ave Complex
356 Main Ave, Apt. A-5
Norwalk, CT 06851*

*Vivian Rice
Leroy Downs Apt
26 Monroe Street, Apt 4-A
S. Norwalk, CT 06854*

*Jeannette Walker
King-Kennedy Homes
19 Merritt Place, Apt. 19-A
S. Norwalk, CT 06854*

*Viola Sears
Senior Court Complex
Union Ave., Apt. 31
Norwalk, CT 06851*

*Ernesto Morales, President
Chapel Street Complex
25 Chapel Street, Apt. C-1
Norwalk, CT 06850*

*Jane Williams
20 West Ave Apt 2-G
Norwalk CT 06854*

*Daisy Franklin
82 So. Main Street, #2S.
S. Norwalk, CT 06854*

*Mrs. Ella Ward Dunlap,
President
Washington Village
Complex
911A Washington Village
S. Norwalk, CT 06854*

*Richard Glica
Leroy Downs Apts.
Complex
26 Monroe Street, 2-H
S. Norwalk, CT 06854*

*Moravia Langley
11 Sable Street, Apt. #2
South Norwalk, CT 06854*

*Andrea Bentley
Chapel Street Complex
25 Chapel Street, Apt. D-2
Norwalk, CT 06850*

*Julia McClester
20 West Ave. Complex
20 West Ave., Apt. 2-P
S. Norwalk, CT 06854*

*Wilma Pace
356 Main Avenue
356 Main Avenue, Apt. A6
Norwalk, CT 06851*

*Jose Rodriguez
Samuel Roodner Court
261 Ely Avenue, Apt. 16-3E
S. Norwalk, CT 06854*

*Albert Bacher
20 West Avenue Complex
20 West Avenue, Apt. 3K
S. Norwalk, CT 06854*

Planning Process and Public Hearing Comments

In order to ensure comprehensive and detailed input of stakeholders, the NHA held separate meetings with staff, RAB members and members of the Norwalk community interested in and involved with NHA programs and affordable housing.

These meetings were held as follows:

August 25, 2010
September 20, 2010
September 30, 2010
November 9, 2010

Prior to and after each of these meetings revisions were made to the PHA Plan and comments received by fax, email and in persons were also reviewed and responded to.

The Public Hearing was held on November 17, 2010.

At the public hearing there were questions asked and there were two written comments received on the Plan. Some of these comments were incorporated into the final plan. All of these comments are attached below.



**HUMAN RELATIONS AND
FAIR RENT DEPARTMENT**

November 17 2010

Via Email: cmayer@norwalkha.org

Via Facsimile: 203-838-6535

Board of Commissioners
C/O Candace Mayer, Deputy Director
Norwalk Housing Authority
24 ½ Monroe Street
Norwalk, CT 06854

RE: Comments on Norwalk Housing Authority's Second Annual PHA Plan for Fiscal Year 2011.

Dear Board of Commissioners:

Please Note: My office received a new version of the draft plan this afternoon, November 17, 2010. I have not had the opportunity to compare page numbers or to review changes since the version I received yesterday, November 16, 2010, that was the basis for these comments.

1. New Process for Annual Plan

This year the NHA created a new process to give more time and to allow for more communication with community stakeholders and partners. Overall, this process was a considerable improvement on past processes and gave a meaningful opportunity for members of the community to impact the annual plan prior to the public hearing and with enough time for the staff to consider changes. The NHA took substantial time and effort to listen and make changes to its plan based on feedback. This change in process should be commended and I look forward to continuing to work with the NHA in this fashion.

2. Attachment A, Page A8, Promote Fair Housing Goal 6

Items c and d refer to mailings advising tenants and landlords about fair housing rights. Although I understand this section is focused on fair housing, there are a number of landlord/tenant rights that are not strictly related to fair housing, that should be included in such mailings. I recommend the language for c and d should be changed such that wherever it refers to fair housing rights we should change it to read "on fair housing and landlord/tenant rights."

3. Attachment B1, Page B9, Conducting Annual Re-examinations,

Providing tenants with only 24 hours to fill out paperwork and/or obtain additional detailed documentation is not a realistic requirement to place upon tenants. If tenants fail to provide that documentation they receive a termination notice. Although I understand the tenants can request a grievance hearing, that ought to be the last resort. Providing the tenants with more time to correct what might just be an oversight, might prevent unnecessary stress on tenants and the substantial unnecessary work that can be involved in scheduling and holding a hearing when the only outstanding issue is paperwork not provided at a recertification meeting.

4. Attachment B1, Page B11, “Progressive Student Success Program”

The NHA’s drive to push its residents into utilizing the Learning Centers is understandable. However, I would rather see a concerted effort on the part of the NHA to connect families with services on a voluntary basis rather than require it at potentially great cost to individual families. My concerns with the truancy policy are as follows:

- When asked, the NHA staff had no data on whether public housing tenants have a higher rate of truancy than non-public school tenants. If there is no link, then the purpose of the policy is even further from the mark by trying to correct a problem that is not related to public housing. Regardless, it creates a substantial burdens on public housing tenants that private tenants and homeowners do not have to face.
- There is a substantial concern that the “required volunteering”, as it is not, in fact, voluntary, actually creates an employer-employee relationship and therefore may violate the state’s wage and hour laws. It may also create other liabilities on the part of the NHA which will be created through that employment relationship.
- The policy may backfire. If a parent is struggling to the point that they are having trouble getting their child to school, be it disorganization, domestic violence, depression or other forms of mental disability, or substance abuse, the end result may be that the parent cannot take on the added stress of volunteering at and/or making sure their child attends the Learning Centers. Therefore, they may not be able to abide by the rules of the policy and as early as at 3 unexcused absences or fewer, when the family is required to take on substantial burdens under the policy, be evicted and become homeless. There is substantial research that links homelessness with truancy and poor performance in schools, among other problems. If the goal of the program is to keep kids in school, it may be at odds with the policy’s penalty of eviction, whether it occurs at two unexcused absences or ten.
 - This is doubly true of parents of multiple children. Parents may have difficulty with required volunteer work and/or bringing their children to the learning center particularly if they have other obligations including to other children who are too old or too young for the Learning Center or who take care of elderly parents.
 - Other children of the family may have to pass-up beneficial opportunities if the sole parent is required to volunteer at the Learning Center. Thus there may be a negative impact on other children.

- If some of the children are attending school, they, and the rest of the family, will be evicted just because one student is not attending school. So innocents will become homeless because a parent cannot get one of the children to school.
- It may be beyond the legal powers of the NHA to attach academic and/or extra-curricular requirements to a residential lease. It may also be unenforceable to attach requirements entirely unrelated to housing, to a residential lease.
- It is not clear why the NHA believes it has the expertise to play such a substantial role in crafting education policy, (something the NHA, a housing agency, presumably knows little about) and then forcing it upon its tenants. What is the Board of Education's current truancy policy? Does it require after school learning of it's truant students? If not, why not? How would the Board of Education's current policy compliment or conflict with the NHA's?
 - The proposed policy interferes with family decisions on educating their children. It requires parents to send their children to Learning Centers instead of participating in other non-academic after-school programs that may be of substantial benefit to the children. Further, it creates substantial administrative burdens even where the children may be attending other academic after school programs.
- The proposed policy would place a burden on parents (many of whom may be single parents) who will not have time to seek employment because of obligations to have their child attend the Learning Centers and for themselves to volunteer without pay at the Learning Centers.
 - NOTE: after the 7th unexcused absence working parents are still required to do substantial volunteer work for the Learning Centers "from home" even if they are working while the Learning Center program is open. This added burden on working parents should be removed so that they can focus on their children on nights and weekends instead of being required to work without pay.
- Alternative. Instead of the threat of eviction, I would recommend that the focus should be on connecting the family with social workers or DCF where appropriate, to help the parent get the help they need rather than evicting them.
 - Although in the proposed policy after the 5th unexcused absence family support is included, some tenants might not make it to the 5th step before being evicted. Further, it is not clear why the NHA family support staff have the discretion to allow some pastors to serve in lieu of a meeting with Family and Children's Agency but not others. Also, it is not clear why other social workers are not a fit substitute for a Family and Children's Agency social worker, but some pastors may be.

5. NHA Bar-Out Policy For Non-Residents on or in NHA Properties

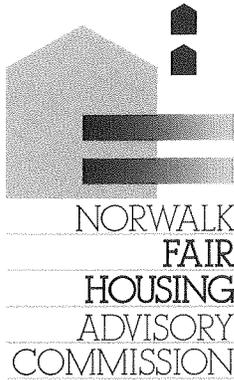
I encourage the NHA's further efforts to keep gangs, violence, and drugs out of NHA properties. However, several aspects of the proposed Bar-Out policy are of concern:

- Effectiveness. In a meeting with Norwalk police officers assigned to NHA properties, the officers confirmed that the Bar-Out policy would not substantially change the rights of non-residents to be on the property. When asked, they explained that regardless of whether a non-resident is on a Bar-Out list, if that non-resident says they are guests of a tenant of the NHA, and can support that claim, they cannot be charged with criminal trespass. Therefore, from a legal perspective, the Bar-Out list will not help the police make arrests of dangerous non-residents on the property.
- Liability. The NHA may find that they become the target of libel or other defamation of character suits as a result of adding names to the list and posting them all over the NHA's property. This danger is greatly enhanced by the fact that there is no procedure in the policy to dispute a name being added. Not only might this raise due process concerns, but if there is no way for an innocent party to have their name removed from the list, it seems that would enhance the chance of a suit for libel or defamation of character. (Although there is a process for requesting special or emergency access, none of these processes allow for the removal of innocent people's names).
- Recommendation: I recommend that if the NHA proceeds with the Bar-Out policy it institute the following safeguards
 - Conviction: Rather than referring to someone who is "engaging in" a criminal activity (which is vague) a criminal conviction proving banned activity (which can be verified) should be required before adding a name to the list. Even so, some process should be in place to allow someone to prove a mistaken identity or other mistake has been made before adding any name to the list.
 - No Conviction: Where no conviction of banned activity can be verified, even more substantial process should be provided before adding a name to the list. In the least, a "hearing by mail" after the evidence to be used against them is provided to the accused in detail, should be granted that individuals be able to clear their name prior to a bar-out taking effect
 - Special Access Note:
 - The process around the Special Access Application is vague.
 - What are the acceptable reasons for the special application other than visitation of children? What are the standards to be used by the informal hearing officer? What evidence is the NHA looking for? Is it all just in writing? Is there an appeal?
 - If successful will there be an amendment to the Bar-Out list or an asterisk/note?
 - The process for Special Access assumes that the person is guilty of whatever they are being charged with. It does not address the underlying issue of not process for someone to clear their name who is innocent.

Yours truly,



Adam D. Bovilsky
Director



November 17, 2010

Board of Commissioners
Norwalk Housing Authority
24 ½ Monroe Street
Norwalk, CT 06854

RE: Public Hearing on November 17, 2010

Dear Board of Commissioners:

Thank you for the opportunity to present these comments to you, the Board of Commissioners for the Norwalk Housing Authority.

I note, at the outset, that a previous suggestion of this Board was implemented: Adam Bovilsky, Esq. (Director of Fair Rent and Human Relations for the City of Norwalk) and I were invited to several meetings over the course of the last month plus, to give our comments on this proposed document. I think this was a useful, albeit very time consuming process, and commend the NHA Commissioners for suggesting this process. My only “tweaking” of the process would be that we start weeks or even months earlier, in order to have the time needed, and especially, so that this work is done prior to the document being posted for public comment. Additionally, we need more time for several sections that as of the drafting of this letter have still not been put into final draft form. Chief among the problem areas is the reasonable accommodation policy.

As of last week, there seemed to be a consensus that the drafted reasonable accommodation policy was substantially inadequate and unusable. I understand it was provided to the NHA by a consultant. I’ve discussed with NHA staff, and feel it important for the Commissioners to also be aware, that the proposed policy does not, in my opinion, even use proper legal definitions of what is a reasonable accommodation, let alone properly set forth a procedure to implement that mandate. In short, the policy and attached forms are a disaster and if used, would result in untold numbers of housing discrimination complaints. I have previously noted that having a proper reasonable accommodation policy and implementing it properly has been a serious shortfall of the NHA for a number of years. This proposed policy would only make it worse.

As we discussed with staff, unfortunately, this is not a matter of “tweaking”. Rather, the current proposed policy needs to be discarded and a new one substituted.

Since the meeting last week, the NHA's consultant, Phill Mayfield, provided a different proposed draft policy. He stated it was one put forth by HUD, in 2005 and might, therefore, need some "tweaking". I would agree with that assessment. I would be happy to assist in the function of crafting a proper reasonable accommodation policy.

As I was drafting this letter, on November 16, 2010, a new version of the NHA annual plan was emailed. Because this letter is due less than 24 hours from this new version of a document that is close to 100 pages long, I do not have time to see all the changes that have been made. I am working off two versions of this document, and some comments may prove unnecessary, but I make them in an abundance of caution.

Shortly after noon on November 17, and then again after 3:00 p.m., more updated versions of this document and/or its attachments came from the NHA. Nothing received after Nov. 16th could be analyzed and commented upon prior to 5:00 p.m. on November 17. This dramatically illuminates the need for this process to be scheduled to allow for more time.

Issues I am aware of which remain include:

Truancy policy: I have discussed with NHA staff my general concerns about this policy, including that evicting a family is not the way to improve school attendance. In fact, there are numerous studies that show that homeless children have the worst school attendance as a group. Additionally, this mentions/singles out children whose first language is not English, which makes me wonder if children of another national origin are being singled out, a potential fair housing problem.

The NHA staff response to our concern that eviction is not a curative response to truancy has been that no one will be evicted. If that is so, then the policy should not indicate that people "will" be evicted.

If the NHA wants to improve the ability of children to attend school with regularity and thereby get the education they need, the NHA should give a preference to homeless families, such that their housing is made stable as soon as possible, so that children's educational opportunities are also made more stable. "Homeless", as HUD defines that term, would include families subject to domestic violence, as well as families living doubled up. Getting such families safe, stable housing is the likeliest way to impact their children's schooling, especially attendance, in a positive manner.

The current policy, which is really a progressive disciplinary policy, does the opposite, as it states that it will evict a family based upon unexcused school absences. Exactly when the eviction happens depends on whether the adults cooperate with the mandates of the policy, but could result in evictions based upon as few as four (4) unexcused absences from school, and would, by its own terms, absolutely result in eviction based upon 10

unexcused absences (the policy, as written, is a mandatory termination of leases). As we discussed, if one child in a family is being truant, and the whole family is evicted, then the other children who perhaps were doing well in school, are now unlikely to continue doing well in school, as the family's lack of housing always negatively impacts children's education.

From a legal point of view, my concerns also include:

- equal protection and fair housing, since losing housing is only a consequence to NHA residents, not all Norwalk students and their families, and NHA residents are disproportionately minority;
- whether the NHA has legal authority to make educational attendance, or educational outcomes, for example (e.g., things unrelated to housing or tenancy in general), a condition of tenancy.

“Current” Illegal Drug Use and Alcohol Abuse: Fair Housing law distinguishes between people who “currently” use illegal drugs, and those who are recovering drug users. Under Fair Housing laws, someone who has stopped using illegal drugs, and is what we'd commonly calling a “recovering” addict, is protected by those laws from housing-related discrimination, and is considered a person with a disability. The key is whether someone is “currently” using (a “current” illegal drug user is not protected under fair housing laws). The question then arises: what is “current”.

Another legal distinction happens with regard to alcoholics or alcohol abusers. The NHA includes “current abuse or pattern of abuse of alcohol” in its prohibition. But alcohol and illegal drug use are vastly different under the law, since alcohol use and even abuse is not per se illegal.

A current alcohol abuser/addict is protected as a person with a disability under the law, as alcoholism is medically considered a disease. The only permitted prohibition is based on the behavior of the alcohol abuser, not the fact of being an alcohol abuser. The policy needs to be corrected to properly distinguish the disability (being an alcoholic) from the behavior (being a danger or threatening health and safety of other residents). All reference to alcohol abuse alone, found in the various sections (such as on page B2) should be deleted.

The NHA has defined “current” as use of illegal drugs within the last 6 months, but also proposes to use drug testing as an admission and annual recertification tool. “Current” drug use should be based upon a reliable method of measurement of something that is actually “current”, meaning going on at the present time. If drug testing is a reliable, nondiscriminatory means of testing (and that may prove problematic), then that would determine “current” use. It is not appropriate to deem that current always equals “in the last 6 months” – if I quit using drugs 5 months ago, then I am not a “current user” of drugs now. Therefore, the definition, that “current” means anytime during the last six (6)

months should be changed so that the word “current” has its intended meaning, as found in the dictionary, i.e. “presently” or “occurring in, or belonging to, the present time”.

Additionally, as found on page B6 – can’t require people to provide information on alcohol abuse or past illegal drug use, if that person is a recovering (non-using) addict, as stated above.

Requirement that family provide information required by NHA: (as found on page B4 and elsewhere, especially page B9). A problem has arisen repeatedly that begs resolution. The problem is when an adult member of a household (often, an adult child) leaves the household but refuses to cooperate (or can’t be found) such that the remaining family members cannot prove where that adult now lives. The NHA has required the remaining family to do the impossible – provide tax returns, leases, or the like for an adult not a member of the household (the family would have no legal access to such documents).

I have suggested that in the event an adult household member is reported to have left the household (as the family is required to report), and in the event the family reports it is unable to provide the proof requested by NHA as to where that adult now lives, that an alternative (to the impossible) be permitted. The suggestion is that the head of household be allowed to submit an affidavit that states that the adult household member has left the household and either refuses to cooperate and provide proof of their new address and/or the household is not in contact with the person.

We made inquiry of other housing authorities as to how they handle this situation. Greenwich, Fairfield and New Haven all use this exact method, i.e. an affidavit from the head of household when the household is unable to provide proof of a departed household member’s new address.

The NHA staff has now inserted that it “may” accept an affidavit in such circumstances, but “may” is permissive and means that it also “may not”. If the argument is that the NHA has to guard against fraud (which argument has been made by staff) the response is that submitting a false affidavit is fraud, and can be prosecuted by the NHA, as they do with submitting false statements of income and other important information. Allowing for similarly situated people to be treated differently, which is what “may” allows, is not acceptable. This policy should mandate that staff “shall” accept an affidavit in such circumstances. It is fine, in my opinion, to keep as permissive that the NHA “may” do a house inspection to make sure the person reported as gone is not living in the house.

Foster children: people seeking the custody of children, including foster children, are a protected class under fair housing laws. Therefore, this policy needs to protect not only those who have children, but those seeking custody of any children, including foster children. This correction needs to be made on page B6

Preferences: HUD requires that any preferences given to working people also be given to the elderly and disabled. Preference #2 (page B7), “person who lives in or works in Norwalk or who has a job offer to work in Norwalk” should also include the elderly and disabled. This same change should happen on page B8, where the preference chart is and on the second preference, where it now says “resident who lives in or works in Norwalk...”, should read “person who lives in or works in Norwalk...”. Also, the “note” under this section, that young families with disabilities are given preference over others seeking one bedrooms, should not include that young families would be given preference over seniors with disabilities.

Conducting Annual Re-examinations, Page B9 – 24 hours to provide information: this is an unduly short amount of time. In addition, there is no process for what to do if a family thinks they submitted everything required, but something is missing. The family is not even given notice of what is missing. Rather, the next communication from the NHA is a notice of termination of assistance. A process for missing items to be provided in a reasonable amount of time should be included here.

Lease: I think reviewing the lease should be a separate process in that this is so important but until we do that, a few big ticket issues bear mentioning: first, federal regulations require that leases be in what is called “plain language” and I’m not sure that this document satisfies that requirement. Also, incorporating by reference important documents (for example, rules or policies the NHA expects tenants to abide by) does not lead to any kind of likelihood that tenants will actually see or follow them. Nothing should be incorporated by reference but rather, should be appended. My second thought is more of a question: does the NHA provide leases in other languages? It is my understanding that the NHA is required to provide important documents in other languages.

Proof of eligibility for utility service (page B36): this section requires people to get statements from any of many utility companies (CL&P, SNEW, First Taxing District, Third Taxing District, water company and/or gas companies, to name a few) that they are “eligible” to receive utility service. I do not think that the companies will provide that and if not, people shouldn’t be required to do the impossible. Unless the NHA has confirmed with all utility companies that they are willing to provide a statement of eligibility for service, this should be removed.

Bar Out Policy: I join in the reasons stated by Adam Bovilsky, Esq., of why the Bar Out Policy is defective as written and should not be an approved policy.

Attachment L1, Civil Rights Certification: The instructions to this section make clear that the NHA is to review its programs and policies and identify fair housing impediments and then list acts it will take to address the impediments. In large part, this has not happened, making this civil rights certification inadequate. One big issue that jumps out, and is not identified, is the defective reasonable accommodation policies and problematic

implementation of same. The self analysis expected by HUD may be painful but in a recent lawsuit against Westchester County, NY, where it was alleged that Westchester County's civil rights certifications were inadequate, the cost of failure there was a \$60 million settlement.

Under the impediments section (the NHA is looking to the impediments identified by the City in its programs and policies), the NHA mentions its English as a Second Language program, which does not pertain to fair housing or for example, translation of fair housing materials.

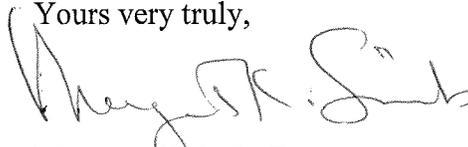
Promote Fair Housing Goal (Attachment A, page A8): Items c, d, and e, which pertain to preparing fair housing materials, should list the Fair Housing Officer only, as the Director of Fair Rent and Human Relations does not prepare fair housing materials. If landlord/tenant materials are also to be provided, Fair Housing and Fair Rent/Human Relations can certainly do this together.

Under "accomplishments" listed, many, while laudable, are not related to fair housing and should be removed from this list. Examples include family self sufficiency programs, including asset development, educational programs and scholarships, after school programs, and summer youth programs. Similarly, grants received (listed here) unrelated to fair housing (meaning housing discrimination and desegregation) should be removed from this section which is listing fair housing accomplishments.

Time frames for denial of assistance, in both public housing and Section 8 housing programs: last but not least, in multiple places, this documents increases the time families are barred from the various housing opportunities, from 5 years to 10 years. The information provided is that HUD mandates 5 years, and permits a longer "reasonable" period of time. Ten years – doubling what HUD provides - in my opinion, may not be "reasonable". Also, on page B2, the second paragraph, first sentence under the heading "NHA policy" is a partial sentence and is unclear, therefore, in its meaning.

I hope that all of my suggestions are implemented. Recognizing they may not be, I request that this comment letter be appended to the final document prior to its submission to HUD.

Yours very truly,



Margaret K. Suib, Esq.
Norwalk Fair Housing Officer
(203) 854-7820
msuib@norwalkct.org

ATTACHMENT I: CFP ANNUAL STATEMENT

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		Grant Type and Number		FFY of Grant:	
PHA Name:		Capital Fund Program Grant No: CT26P00250111		2011	
NORWALK HOUSING AUTHORITY		Replacement Housing Factor Grant No:		FFY of Grant Approval:	
		Date of CFFP:		2011	
<input checked="" type="checkbox"/> Original Annual Statement and Evaluation Report for Period Ending: <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost	Revised ²	Obligated	Total Actual Cost ¹
		Original			Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$160,000.00			
3	1408 Management Improvements	\$10,000.00			
4	1410 Administration (may not exceed 10% of line 21)	\$132,531.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$80,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	\$335,000.00			
10	1460 Dwelling Structures	\$532,780.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	\$75,000.00			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
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)	\$1,325,311.00			
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				

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
 Expires 4/30/2011

Part I: Summary				
PHA Name: NORWALK HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No. CT26P00250111 Replacement Housing Factor Grant No: Date of CFFP: _____			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	FFY of Grant: 2011 FFY of Grant Approval: 2011			
<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Summary by Development Account	<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Total Estimated Cost	Revised ²	Obligated	Expended
Signature of Executive Director Curtis O. Law 		Date 9/29/2010		Date
		Signature of Public Housing Director		
		Total Actual Cost ¹		

Annual Statement/Performance and Evaluation Report
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Part II: Supporting Pages										
PHA Name: NORWALK HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: CT26P00250111 CFFP (Yes/ No):			Federal FFY of Grant: 2011					
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	
CT 2-3 Senior Ct.		Replace sidewalks/parking lot/pads		1450	2 Bldgs.	\$170,000				
		Community Center Furnishing		1475	1 room	\$25,000				
CT 2-4 living Free		Community Center Furnishing		1475	1 room	\$25,000				
CT 2-5 Leroy Dv		Elevator Renovations		1460	1 cab	\$135,780				
CT 2-8 King Kenn.		Exterior renovations-siding,etc		1460	5 Bldgs.	\$255,000				
CT 2-16 Meadow		Replace baseboard radiation		1460	4 Bldgs.	\$52,000				
CT 2-17 Elmwood		Kitchen/Bath upgrades		1460	4 units	\$25,000				
CT 2-22 Main Ave.		Replace parking lot/fencing		1450	3 Bldgs.	\$120,000				
CT 2-8 Ludlow Vill		Community Center Furnishing		1475	1 room	\$25,000				
PHA WIDE (office)		Main Office- Elevator upgrade		1460	1 Bldg.	\$65,000				
PHA WIDE		Landscaping Improvements		1450		\$45,000				

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.

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Part III: Implementation Schedule for Capital Fund Financing Program						
PHA Name: NORWALK HOUSING AUTHORITY						
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Federal FFY of Grant: 2011	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	Reasons for Revised Target Dates	
CT 2-3 Senior Court	7/30/2013		7/30/2015			
CT 2-4 Irving Freese	7/30/2013		7/30/2015			
CT 2-5 Leroy Downs	7/30/2013		7/30/2015			
CT 2-8 King Kennedy	7/30/2013		7/30/2015			
CT 2-16 Meadow Gardens	7/30/2013		7/30/2015			
CT 2-17 Elmwood	7/30/2013		7/30/2015			
CT 2-22 Main Ave.	7/30/2013		7/30/2015			
CT 2-8 Ludlow Village	7/30/2013		7/30/2015			

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.

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

Part I: Summary		Grant Type and Number		FFY of Grant: 2010	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT26P00250110		FFY of Grant Approval: 2010	
		Replacement Housing Factor Grant No:			
		Date of CFFP:			
Type of Grant		Revised Annual Statement (revision no:)			
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Final Performance and Evaluation Report			
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Revised Annual Statement (revision no:)			
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	220,000	220,000	220,000	
3	1408 Management Improvements	115,000	115,000		
4	1410 Administration (may not exceed 10% of line 21)	120,000	120,000	120,000	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	85,000	85,000	29,000	
8	1440 Site Acquisition				
9	1450 Site Improvement	616,311	616,311		
10	1460 Dwelling Structures	168,500	168,500		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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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		FFY of Grant: 2010 FFY of Grant Approval: 2010	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT26P00250110 Replacement Housing Factor Grant No: Date of CFFP:		
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010 <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	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)	1,325,311	
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 9/29/10	Signature of Public Housing Director
			Date

¹ To be completed for the Performance and Evaluation Report.
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³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
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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		Grant Type and Number		FFY of Grant: 2009	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT 00200000509R Replacement Housing Factor Grant No: Date of CFPP:		FFY of Grant Approval: 2009	
Type of Grant		<input type="checkbox"/> Revised Annual Statement (revision no:)			
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Final Performance and Evaluation Report			
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010					
Summary by Development Account		Total Estimated Cost		Total Actual Cost¹	
Line	Original	Revised²	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)	15,793	15,793		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,289,737	1,289,737	1,289,737	
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		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT 00200000509R Replacement Housing Factor Grant No: Date of CFFP:		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
Line		Original	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)	1,314,737	1,314,737
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	1,314,737	
Signature of Executive Director		Date 9/29/10	Signature of Public Housing Director
			Date

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

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

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

Part I: Summary		Grant Type and Number		FFY of Grant: 2009	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT26P00250109		FFY of Grant Approval:	
Replacement Housing Factor Grant No:		Date of CFFP: 9/30/2010			
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost		Total Actual Cost ¹	
Line		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	220,000	220,000	220,000	144,588
3	1408 Management Improvements	25,000	75,000	40,650	0
4	1410 Administration (may not exceed 10% of line 21)	120,000	120,000	120,000	86,145
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	263,502	168,502	54,327	24,511
8	1440 Site Acquisition				
9	1450 Site Improvement	264,000	209,000	143,197	31,919
10	1460 Dwelling Structures	425,000	525,000	515,000	48,676
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	10,000	10,000	0	0
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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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.

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 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
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Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT26P00250109 Replacement Housing Factor Grant No: Date of CFFP:		
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010			
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	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)	1,327,502	1,093,174
21	Amount of line 20 Related to LBP Activities		335,839
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 9/29/10	Signature of Public Housing Director

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		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Norwalk Housing Authority		Grant Type and Number Capital Fund Program Grant No: CT26S00250109 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant	<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010 <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Summary by Development Account		
Line	Original	Total Estimated Cost Revised ²	Total Actual Cost ¹ 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	122,600	45,911
8	1440 Site Acquisition		
9	1450 Site Improvement	270,000	267,000
10	1460 Dwelling Structures	1,300,581	781,280
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	60,000	

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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 RHP funds shall be included here.

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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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U.S. Department of Housing and Urban Development
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Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT26S00250109 Replacement Housing Factor Grant No: Date of CFFP:		
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ² Obligated Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	1,693,181	1,693,181
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 of Public Housing Director	
		Date 9/29/2010	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.

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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
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Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Norwalk Housing Authority		Grant Type and Number Capital Fund Program Grant No: CT26S00250109 CFPP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Architectural & Engineering Fees	1430		151,181	122,600	122,600	45,911	On Schedule
2-2 Rooder Court	Replace stair treads	1460		60,000	60,000	60,000	12,675	On Schedule
2-2 Rooder Court	Circulator pumps & mixing valves	1460		100,000	87,530	87,530	87,530	Complete
2-3 Senior Court	Bathroom renovations	1460		83,000	92,750	92,750	12,675	On Schedule
2-4 Irving Freese	Bathroom renovations	1460		83,000	92,750	92,750	12,675	On Schedule
2-4 Irving Freese	Roofs	1460		0	110,900	110,900	94,725	On Schedule
2-4 Irving Freese	Intercoms	1460		42,000	0	0	0	
2-5 Leroy Downs	Bathroom renovations	1460		70,000	70,000	70,000	12,675	On Schedule
2-6 John Shostak	Rear Doors	1460		20,000	20,000	20,000	20,000	Complete
2-8 King Kennedy	Replace fencing, sheds, exterior painting/ repointing	1450		125,000	240,000	240,000	240,000	Complete
2-16 Meadow Gardens	Replace bathrooms/ install ventilation system	1460		245,000	245,000	245,000	12,675	On Schedule
2-17 Seaview	Exterior siding/windows	1460		250,000	0	0	0	
2-17 Elmwood Ave.	Repaving	1450		30,000	30,000	30,000	27,000	On Schedule
2-18 Fairfield Ave.	Structural repairs	1460		0	0	0	0	
2-22 Main Ave.	Exterior renovations, roofs, storm doors, painting of siding, playground	1450		434,000	254,000	254,000	254,000	Complete
Ludlow Village	Replace roofs/ State Housing Transition to Federal	1460		60,000	60,000	60,000	54,000	On Schedule
Chapel St.	Exterior	1460		0	207,651	207,651	207,651	Complete
								On Schedule

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
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Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Actual Expenditure End Date	Reasons for Revised Target Dates ¹	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
2-2 Roodner Court	3/17/2010		3/17/2012				
2-3 Senior Court	3/17/2010		3/17/2012				
2-4 Irving Freese	3/17/2010		3/17/2012				
2-5 Leroy Downs	3/17/2010		3/17/2012				
2-6 John Shostak	3/17/2010		3/17/2012				
2-8 King Kennedy	3/17/2010		3/17/2012				
2-16 Meadow Gardens	3/17/2010		3/17/2012				
2-17 Seaview	3/17/2010		3/17/2012				
2-18 36 Fairfield Ave.	3/17/2010		3/17/2012				
2-22 Main Ave.	3/17/2010		3/17/2012				
Ludlow Village	3/17/2010		3/17/2012				

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
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Part I: Summary		Grant Type and Number		FFY of Grant: 2009	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT00200000309R Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant Approval: 2009	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost		Total Actual Cost ¹	
Line		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)	25,000	49,110	49,110	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	717,763	693,683	693,683	
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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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
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Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval:	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT00200000309R Replacement Housing Factor Grant No: Date of CFFP:		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	Revised ²
18a	1501 Collateralization or Debt Service paid by the PHA		Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		Expended
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	742,763	742,763
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	742,763	742,763
Signature of Executive Director		Signature of Public Housing Director	
		Date 9/29/10	
		Date	

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² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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Part I: Summary		Grant Type and Number		FFY of Grant: 2008	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT 26 P002 50108		FFY of Grant Approval: 2008	
Date of CFFP:		Replacement Housing Factor Grant No:			
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
Original Annual Statement		Performance and Evaluation Report for Period Ending: 9/30/2010		Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Total Estimated Cost Revised ²	Obligated	Total Actual Cost ¹ Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	120,000	229,860	229,860	147,338
3	1408 Management Improvements	60,000	4,000	4,000	3,770
4	1410 Administration (may not exceed 10% of line 21)	120,000	120,000	120,000	120,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,635	100,635	100,635	99,695
8	1440 Site Acquisition				
9	1450 Site Improvement	375,000	339,940	339,940	278,574
10	1460 Dwelling Structures	562,000	543,200	543,200	414,142
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.
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⁴ RHF funds shall be included here.

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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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Part I: Summary		FFY of Grant: 2008 FFY of Grant Approval: 2008	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT 26 P002 50108 Replacement Housing Factor Grant No: Date of CFFP: 9/30/2010		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	Obligated
		Revised²	Expended
18a	1501 Collateralization of Debt Service paid by the PHA		
18ba	9000 Collateralization of 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)	1,337,635	1,337,635
21	Amount of line 20 Related to LBP Activities		1,063,519
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 of Public Housing Director	
<i>[Signature]</i>		<i>[Signature]</i>	
Date 9/29/10		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: Norwalk Housing Authority					Federal FFY of Grant: 2008						
Development Number Name/PHA-Wide Activities		General Description of Major Work Categories		Grant Type and Number Capital Fund Program Grant No: CT 26 P002 50108 CFFP (Yes/ No): Replacement Housing Factor Grant No:		Total Estimated Cost		Total Actual Cost		Status of Work	
				Development Account No.		Quantity		Funds Obligated ²		Funds Expended ²	
						Original		Revised ¹			
		OPERATIONS		1406				120,000	229,860	147,338	On Schedule
		ADMINISTRATION		1410				120,000	120,000	120,000	On Schedule
		HOPE VI		1408				60,000	4,000	3,770	On Schedule
		FEES AND COSTS		1430				100,635	100,635	96,695	On Schedule
		REPOINTING		1460				85,000	0	0	
2-1 Washington Village		SIDEWALKS		1450				50,000	0	0	
2-1 Washington Village		Community Center		1460				0	28,500	28,500	Complete
2-4 Irving Freese Apt		SIDEWALKS		1450				175,000	112,200	112,200	Complete
2-5 Leroy Downs		Community Center Furniture		1460				0	10,000	10,000	
2-6 John Shostak		SIDEWALKS		1450				150,000	59,740	58,500	On Schedule
2-8 King Kennedy		FLOORS		1460				10,000	0	0	
2-16 Meadow Gardens		FLOORS		1460				30,000	0	0	
2-16 Meadow Gardens		WALLS/EXTERIOR		1460				0	168,000	107,875	On Schedule
2-16 Meadow Gardens		MECHANICAL VENTILATION		1460				43,000	0	0	
2-17 Seaview		EXTERIOR		1460				125,000	166,700	166,700	Complete
2-17 Seaview		WINDOWS		1460				75,000	0	0	
2-17 Elmwood		WINDOWS		1460				25,000	20,000	20,000	Complete
2-18 36 Fairfield Ave		EXT CHAULKING		1460				18,000	0	0	
2-18 36 Fairfield Ave		EXT PAINTING		1460				6,000	0	0	

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

² To be completed for the Performance and Evaluation Report.

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Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2008
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Original Expenditure End Date	Actual Expenditure End Date	Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
2-1 Washington Village	6/30/2010		9/30/2012				
2-4 Irving Freese Apt	6/30/2010		9/30/2012				
2-5 Leroy Downs	6/30/2010		9/30/2012				
2-6 John Shostak	6/30/2010		9/30/2012				
2-8 King Kennedy	6/30/2010		9/30/2012				
2-16 Meadow Gardens	6/30/2010		9/30/2012				
2-17 Seaview	6/30/2010		9/30/2012				
2-17 Elmwood Ave.	6/30/2010		9/30/2012				
2-18 36 Fairfield Ave	6/30/2010		9/30/2012				
2-19 25 Chapel St.	6/30/2010		9/30/2012				
2-22 Main Ave.	6/30/2010		9/30/2012				

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
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Part III: Implementation Schedule for Capital Fund Financing Program							Federal FFY of Grant: 2008
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		Actual Obligation End 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		
2-1 Washington Village	6/30/2010			9/30/2012			
2-3 Senior Court	6/30/2010			9/30/2012			
2-4 Irving Freese	6/30/2010			9/30/2012			
2-5 Leroy Downs	6/30/2010			9/30/2012			
2-7 20 West Ave.	6/30/2010			9/30/2012			
2-8 King Kennedy	6/30/2010			9/30/2012			
2-16 Meadow Gardens	6/30/2010			9/30/2012			
2-17 Seaview/Elmwood	6/30/2010			9/30/2012			
2-18 Fairfield Ave.	6/30/2010			9/30/2012			
2-19 25 Chapel Street	6/30/2010			9/30/2012			
2-22 356 Main Ave.	6/30/2010			9/30/2012			

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.

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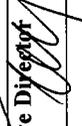
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Part I: Summary		Grant Type and Number		FFY of Grant: 2007	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT 26 P002 50107 Replacement Housing Factor Grant No: Date of CFFP: 9/30/2010		FFY of Grant Approval: 2007	
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost		Total Actual Cost ¹	
Line		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	220,000	220,000	220,000	220,000
3	1408 Management Improvements	100,000	100,000	100,000	100,000
4	1410 Administration (may not exceed 10% of line 21)	130,923	130,923	130,923	130,923
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	45,000	45,000	45,000	43,777
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	814,500	814,500	814,500	814,500
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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

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 Capital Fund Financing Program

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Part I: Summary		FFY of Grant: 2007 FFY of Grant Approval: 2007	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT 26 P002 50107 Replacement Housing Factor Grant No: Date of CFFP: 9/30/2009		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2010 <input type="checkbox"/> Revised Annual Statement (revision no:)		<input type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
Line		Original	Revised² Obligated
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)	1,310,423	1,310,423
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 9/29/2010	Signature of Public Housing Director
			Date

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Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2007				
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT 26 P002 50107		CFPP (Yes/ No):				
		Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Administration	1410		130,923	130,923	130,923	130,923	Complete
	Operating Budget	1406		220,000	220,000	220,000	220,000	Complete
	Capital Needs Assessment	1408		60,000	60,000	60,000	60,000	Complete
	HOPE VI	1408		40,000	40,000	40,000	40,000	Complete
	Architect & Engineering	1430		45,000	45,000	45,000	43,777	On schedule
	Lintels & Repointing	1460		282,000	235,985	235,985	235,985	Complete
2-1 Washington Village	Sidewalks	1460		74,000	121,592	121,592	121,591	Complete
2-2 Roodner Court Village	Mailboxes	1460		44,000	42,500	42,500	42,500	Complete
2-3 Senior Court	Replace Fire Annunciator Panels	1460		55,000	0	0	0	Complete
2-4 Irving Freese Apt.	Porch Roofs	1460		35,000	0	0	0	Complete
2-5 Leroy Downs Apt	Windows	1460		125,000	82,724	82,724	82,724	Complete
2-7 20 West Avenue	Roof Replacement	1460		50,000	185,528	185,528	185,528	Complete
2-7 20 West Avenue	Rehab Learning Center	1460		36,000	25,671	25,671	25,671	Complete
2-8 King Kennedy	Remove asbestos, tile & replace in vacancies	1460		0	0	0	0	Complete
2-16 Meadow Gardens	Remove asbestos, tile & replace in vacancies	1460		0	0	0	0	Complete
2-17 Seaview	Exterior Finish & Caulking, Painting & Numbering	1460		69,000	69,000	69,000	69,000	Complete
2-17 Seaview	Site Lighting	1460		15,000	15,000	15,000	15,000	Complete
2-18 Fairfield Ave	Windows	1460		0	33,000	33,000	33,000	Complete
2-19 25 Chapel Street	Subfloor Replacement	1460		16,000	0	0	0	Complete

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Part III: Implementation Schedule for Capital Fund Financing Program						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		
2-1 Washington Village	8/31/2009		8/31/2011			
2-2 Roodner Court	8/31/2009		8/31/2011			
2-3 Senior Court	8/31/2009		8/31/2011			
2-4 Irving Freese Apt.	8/31/2009		8/31/2011			
2-5 Leroy Downs Apt	8/31/2009		8/31/2011			
2-7 20 West Avenue	8/31/2009		8/31/2011			
2-8 King Kennedy	8/31/2009		8/31/2011			
2-16 Meadow Gardens	8/31/2009		8/31/2011			
2-18 Fairfield Ave	8/31/2009		8/31/2011			
2-19 25 Chapel Street	8/31/2009		8/31/2011			
2-22 356 Main Ave.	8/31/2009		8/31/2011			

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Part I: Summary		Grant Type and Number		FFY of Grant: 2006	
PHA Name: Norwalk Housing Authority		Capital Fund Program Grant No: CT26P00250106		FFY of Grant Approval: 2006	
		Replacement Housing Factor Grant No:			
		Date of CFFP: 9/30/2010			
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no:)	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Final Performance and Evaluation Report	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Revised ²	Obligated	Total Actual Cost ¹
					Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	158,129		158,129	158,129
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	125,000		125,000	125,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000		100,000	100,000
8	1440 Site Acquisition				
9	1450 Site Improvement	76,000		76,000	76,000
10	1460 Dwelling Structures	869,574		869,574	869,574
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2006 FFY of Grant Approval:	
PHA Name: Norwalk Housing Authority	Grant Type and Number Capital Fund Program Grant No: CT26P00250106 Replacement Housing Factor Grant No: Date of CFFP: 9/30/2010		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	Obligated
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)	1,328,703	1,328,703
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 9/29/2010	Signature of Public Housing Director
			Date

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Part II: Supporting Pages		Federal FFY of Grant: 2006						
PHA Name: Norwalk Housing Authority		Grant Type and Number Capital Fund Program Grant No: CT26P00250106 CFFP (Yes/No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
	Operations	1406		158,129		158,129	158,129	Completed
	Administration	1410		125,000		125,000	125,000	Completed
	Fees & Costs	1430		100,000		100,000	100,000	Completed
	Site	1460		27,770		27,770	27,770	Completed
2-2 Roodner Court	Smoke Detectors	1460		171,000		171,000	171,000	Completed
2-4 Irving Freese	Site	1460		15,750		15,750	15,750	Completed
2-4 Irving Freese	Kitchens	1460		0		0	0	Completed
2-5 Leroy Downs	Smoke Detectors	1460		89,970		89,970	89,970	Completed
2-6 John Shostak	Rehab. Learning Center	1460		75,000		75,000	75,000	Completed
2-7 20 West Ave.	Floors	1460		30,000		30,000	30,000	Completed
2-8 King Kennedy	Kitchens	1460		0		0	0	Completed
2-8 King Kennedy	GCFI/CO Detectors	1460		0		0	0	Completed
2-8 King Kennedy	Site Lighting	1450		0		0	0	Completed
2-8 King Kennedy	Bathrooms	1460		40,000		40,000	40,000	Completed
2-16 Meadow Gardens	Floors	1460		56,904		56,904	56,904	Completed
2-16 Meadow Gardens	Repave Road Walks	1450		76,000		76,000	76,000	Completed
2-18 Fairfield Ave.	Floors	1460		8,180		8,180	8,180	Completed
2-18 Fairfield Ave.	Windows	1460		130,000		130,000	130,000	Completed
2-18 Fairfield Ave.	Kitchen Counters	1460		68,000		68,000	68,000	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 I: Summary						
PHA Name/Number Norwalk Housing Authority		Locality (City/County & State) Norwalk, CT.			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015
B.	Physical Improvements Subtotal	Annual Statement	\$982,780	\$982,780	\$982,780	\$1,060,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		\$132,531	\$132,531	\$132,531	\$132,531
F.	Other					
G.	Operations		\$210,000	\$210,000	\$210,000	\$132,780
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		\$1,325,311	\$1,325,311	\$1,325,311	\$1,325,311
L.	Total Non-CFP Funds					
M.	Grand Total		\$1,325,311	\$1,325,311	\$1,325,311	\$1,325,311

Part I: Summary (Continuation)						
PHA Name/Number Norwalk Housing Authority		Locality (City/county & State) Norwalk, CT.			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015
2-1	Washington Village	Annual Statement				
2-2	Roodner Court				\$625,000	\$600,000
2-3	Senior Court			\$40,000		
2-4	Irving Freese			\$40,000		
2-5	Leroy Downs					
2-7	20 West Avenue		\$119,000			
2-8	King Kennedy					
2-16	Meadow Gardens		\$632,780		\$228,780	
2-17	Elmwood Avenue					
2-18	Fairfield Avenue		\$150,000	\$230,000		\$375,000
2-19	Chapel Street			\$417,000		
2-22	Main Avenue			\$58,000		
					\$34,000	
	PHA WIDE-computers/software			\$92,780		
	PHA WIDE A&E		\$90,000	\$105,000	\$95,000	\$85,000

Attachment K: Definition of Substantial Deviation and Significant Amendment Policy

HUD requires in 24 CFR 903.7(r) (2), that a PHA must set forth the basic criteria will be used for denoting a substantial deviation from its 5-Year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan.

The NHA defines the following actions as being a **substantial deviation**

- 1. Any change to its Mission statement, or the addition or deletion of a goal.*

Note: Changes in strategies used to achieve goals are not considered a substantial deviation.

The NHA defines the following changes as being a **significant amendment or modification**

- 1. Change of an expected start date or completion date for stated goals in the 5 Year Plan resulting in a delay of more than one year.*
- 2. Changes in Operating or CFP budget line items or total budget amounts in excess of 30% of the original line item or totals.*

Other changes and progress made towards implementing the goals, objectives and strategies will be reported as part of the annual reporting process.

Substantial deviations and significant amendments that are contemplated will be executed in accordance with 24 CFR 903.21.

ATTACHMENT L1: CIVIL RIGHTS CERTIFICATION

- 10. Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

EXAMINATION OF PHA PROGRAMS

The NHA maintains statistics on protected classes in the following programs or parts of programs:

1. Who is applying for housing?
 - a. While the waiting list is not open for significant periods of time, when it is open, the NHA maintain statistics on protected classes who are applying and compares them with the population at large in Norwalk.
 - b. When inviting applications, the NHA advertises for housing applicants in accordance its Affirmative Fair Housing Marketing Plan.
 - c. From time to time, the NHA will apply for housing resources to serve what it considers to be under-served populations. These resources are rarely made available, but the NHA monitors NOFAs and responds to them accordingly. For example, in response to 2010 HUD Notice of Funding availability the NHA applied for 100 vouchers for people with disabilities but was not funded.

The review of NHA files provides the following information on applications:

Family Public Housing Application Analysis 4/1/09-3/31/10

Class	Applications %	Move-ins%	City % 2008 ACS Census <=80% Median
Race:			
White	48	48	34
Black	50	50	24
Other	2	0	1
Ethnicity:			
Hispanic**	34	34	36
Sex:			
Male	22	11	49
Female	78	89	51
Family Status*:			
With Children	52	83	64*
Disabled:	11	6	10

Senior Public Housing Application Analysis 4/1/09-3/31/10

Class	Applications %	Move-ins%	City % 2008 ACS Census <=80% Median
Race:			
White	61	50	34
Black	34	45	24
Asian	5	5	5
Other	0	0	1
Ethnicity:			
Hispanic**	26	27	36
Sex:			
Male	43	36	49
Female	57	64	51
Disabled:	11	9	14

HCV Participant Analysis 4/1/09-3/31/10

Class	All Applications	New Voucher Leases %	City % 2008 ACS Census <=80% Median
Race:			
White	35	68	34
Black	64	32	24
Asian	1	0	5
Other	0	0	1
Ethnicity:			
Hispanic**	22	23	36
Sex:			
Male	13	36	49
Female	87	64	51
Family Status*:			
With Children	45	5	64*
Disabled:	66	82	14

* Note that the % of rental families in Norwalk with children is 17%

** Note that 62% of Norwalk Hispanics are racially classified as White, 3% as Black and 27% as Other. Also note that Census data adds the Hispanic numbers to achieve 100% while the HUD data classification does not.

2. Who is being selected for housing?
 - a. While the selection process is governed by government rules, there is some flexibility available to the NHA to intervene to address impediments to fair housing.
 - i. The NHA has established a two-tier HCV payment system to enable voucher participants to access housing in higher income census tracts. It monitors the results of this annually.

Since 2007, the overall outcomes of this policy have been as follows:

The percentage of families residing in higher income census tracts has increased by 32%

The percentage of African-American families residing in higher income census tracts has increased by 39%

The percentage of Hispanic families residing in higher income census tracts has increased by 38%

- ii. The NHA analyzes income concentrations in developments it owns or manages and has processes which enable it to ‘skip’ applicants in order to enable a more balanced population distribution within a development. This is monitored quarterly.
- iii. The NHA analyzes race, ethnicity, familial and disability classes in developments it owns or manages.

Family Public Housing Resident Analysis 4/1/09-3/31/10

Class	Resident %		City % 2008 ACS Census ≤80% Median
Race:			
White	43		34
Black	57		24
Other	1		1
Ethnicity:			
Hispanic**	34		36
Disabled:	16		10

Senior Public Housing Resident Analysis 4/1/09-3/31/10

Class	Residents %		City % 2008 ACS Census ≤80% Median
Race:			
White	53		34
Black	46		24
Asian	2		5
Other	0		1
Ethnicity:			
Hispanic**	19		36
Sex:			
Male	43		49
Female	57		51
Disabled:	11		14

HCV Participant Analysis 4/1/09-3/31/10

Class	Participants %		City % 2008 ACS Census ≤80% Median
Race:			
White	46		34
Black	53		24
Asian	0		5
Other	1		1
Ethnicity:			
Hispanic**	21		36
Sex:			
Male	16		49
Female	84		51
Family Status*:			
With Children	45		64*
Disabled:	35		14

3. Who is being provided access to ancillary services?
 - a. The NHA runs a number of ancillary programs designed to benefit tenants and participants in NHA housing. These are catalogued each year in terms of whom they target and the number of beneficiaries. These include the following:
 - i. Asset development of public housing and voucher participants by implementing a Family Self Sufficiency Program, which is designed to mentor public housing residents to improve their job success. The program enables families which improve their earnings to escrow their additional income 30% of which would have been used to pay additional rent. Escrow funds can be used for college or vocational school fees or for homeownership.
 - ii. Providing homeownership counseling and assistance to those seeking to become homeowners.
 - iii. Distributing capital funds for housing improvements according to objective analysis of that need and redevelopment plans, without consideration of the occupants classes but mindful of the needs of all protected classes.
 - iv. Providing Community Learning Centers and staff and volunteers all of which provide after-school programs focusing on academic improvement, summer programs and other support programs designed to close the achievement gap for public housing families.

Special Program Participant Analysis

Class	Home-ownership	Public Housing Family Self-Sufficiency	HCV Family Self Sufficiency	Community Learning Center	City % 2008 ACS Census <=80% Median
Race:					
White	45	70	29	28	34
Black	55	30	69	66	24
Asian	0	0	0	6	5
Other	0				1
Ethnicity:					
Hispanic**	29	53	23	27	36
Sex:					
Male	0	10	4	111	49
Female	100	90	96	124	51
Family Status*:					
With Children	87	63	62	100	64*
Without Children	13	27	21	N/A	36
Disabled:	0	0	12	Unknown** *	14

* Note that the % of rental families in Norwalk with children is 17%

** Note that 62% of Norwalk Hispanics are racially classified as White, 3% as Black and 27% as Other. Also note that Census data adds the Hispanic numbers to achieve 100% while the HUD data classification does not.

*** Disability status has not been collected

4. The NHA also provides education for applicants, staff and landlords in its programs on Fair Housing Issues.
 - a. The NHA provides information at Voucher Issuance to all participants on how to file a Fair Housing Complaint with handouts.
 - b. Conducts an HCV landlord Open House to promote and explain the program in conjunction with the Fair Housing and Human Relations departments of the City of Norwalk.
 - c. Uses HUD provided Fair Housing Training when made available.
 - d. Employment opportunities are advertised in accordance with Equal Employment Opportunity.
5. As immigrants face more challenges than native born applicants and clients in terms of understanding policies and procedures, the NHA provides translators as necessary.
6. The NHA advocates for more affordable housing and for more balanced and integrated neighborhoods in terms of income and race.
 - a. Continue the planning of affordable housing on West Cedar Street.
 - b. Has a comprehensive plan to deconcentrate public housing, through redevelopment of some public housing developments into mixed income, mixed ethnic and mixed race developments.
7. The NHA continues to improve its analysis of its programs which might provide impediments and is in the process of reviewing its “reasonable accommodations” policy and procedures.

RESOURCE CONSTRAINTS

At this time, the NHA has identified some possible impediments to fair housing within its programs. The disabled have not accessed the homeownership program and the NHA will examine factors which might be causing this. Many African-American and Hispanic HCV participants have taken advantage of the higher payment standards in order to move into higher income census tracts. The NHA is considering a survey of these families to determine what were the factors in that decision.

WORKS WITH THE LOCAL JURISDICTION INITIATIVES

The NHA has reviewed the draft Impediments to Fair Housing of the City of Norwalk and has identified the ways in which it has been and continues to be supportive of that AI’s recommendations. **The following lists the impediments the City has identified and its recommendations and the ways in which the NHA links its programs in support.**

CITY OF NORWALK ANALYSIS OF IMPEDIMENTS NOVEMBER 2010

IMPEDIMENT ONE – DISCRIMINATION IN THE HOUSING MARKET

The review of demographic information, discrimination complaint data, and data obtained from interviews indicate that there is housing discrimination among persons in the protected classes. Statistical data can assist in identifying problems and topics of concern, however, reporting requirements among the various agencies and organizations vary, as does the quality of data provided. Further, much of the available data is at least a year old by the time it is available. The depth and types of data available at the local level should be expanded to obtain more recent and relevant insights.

More focused, accurate and current data is necessary to understand the needs. The recommendations below address the means to obtain more current and insightful information.

In the current economy, the incidences of discrimination focus on rental housing, and the focus of efforts in the immediate future should be upon aspects of discrimination in the rental market.

In particular, discrimination among the protected classes should be the focus of the City's analysis concentrating on the top three indices of discrimination listed below:

- Race/Color
- Disability
- Lawful source of income

Recommendations

1. Educate households and housing related organizations by disseminating Fair Housing law literature, conducting Fair Housing law seminars and training, and focusing public awareness campaigns about Fair Housing law in ethnic and minority neighborhoods, and among civic, social, religious, and special interest groups. The City is active in this regard, and these efforts should be continued and even expanded, especially in the current, difficult economy.

NHA Actions Provides Fair Housing Training to staff

NHA Actions Conducts HCV (Section 8) landlord trainings in conjunction with the City of Norwalk Fair Housing Officer and Director of Human Relations.

2. Provide Fair Housing materials and educational programs in Spanish, especially in neighborhoods and communities with high percentages of Spanish-speaking persons.

NHA Actions Provides interpreters as needed

NHA Actions Conducts an ESL program which has provided adult residents with instruction in the fundamentals of the English language, including the proper pronunciation of words, proper sentence structure, and the use of tenses in both written and verbal form thus supplementing knowledge of their native language

3. Continue to conduct training sessions and information campaigns especially among rental property owners and managers, as well as apartment owner associations, and management companies.

NHA Actions See NHA # 1 above

4. Monitor Fair Housing complaints and issues across the various venues and organizations through which these complaints may be made in order to obtain a better picture of issues and problems.

NHA Actions Provides information at Voucher Issuance to all participants on how to file a Fair Housing Complaint with handouts

NHA Actions Training see #1 above

5. Increase housing choice alternatives for the disabled and families with children.

NHA Actions Capital improvements in existing developments

NHA Actions Pursuit of HOPE VI program funding

NHA Actions Pursuit of Neighborhood Choice program

NHA Actions Pursuit of homeownership programs

NHA Actions Examination of the use of project Based Section 8

NHA Actions Application for new vouchers when available

6. Convene focus groups of advocacy groups, community based organizations, real estate industry professionals, lenders, property owners, and government agency officials to review and assess fair housing issues. These groups should identify discriminatory practices, trends, or changes in these practices, focal points of discriminatory practice, and the means or methods to address them.

NHA Actions The NHA participates actively in various civic forums in the City and will take part in initiatives convened by the City.

7. Related to the previous recommendation, ethnic, religious, and service groups should be educated about Fair Housing issues and encouraged to serve as conduits for information, questions, and complaint procedures for their membership. This will not only broaden the knowledge of Fair Housing practice in the City, but also provide more knowledge of the number and types of issues being confronted.

NHA Actions The NHA participates actively in various civic forums in the City and will take part in initiatives convened by the City.

8. Update Fair Housing information regularly and adjust strategies and actions accordingly. In particular, the groups mentioned above should meet yearly or every eighteen months to review and update plans and programs.

NHA Actions The NHA will provide information from its agency which might be helpful to the City.

9. The City should seek the resources to expand the data collection and analysis capabilities of the local fair housing entities with the Fair Housing Officer directing this effort.

NHA Actions The NHA will provide information from its agency which might be helpful to the City.

IMPEDIMENT TWO – LIMITED SUPPLY OF AFFORDABLE HOUSING

As discussed earlier, affordability is one aspect of housing discrimination and it is difficult to talk about addressing impediments to fair housing, and actions to eliminate discrimination in housing, without simultaneously talking about development of policies, plans, programs, and projects to increase the supply of affordable housing.

Earlier sections of this Analysis and the Housing Market Analysis in the Consolidated Plan address the issue of affordability in detail, and the arguments and statistics will not be repeated here. Suffice to say that even moderate-income households face challenges in purchasing a home in Norwalk, and low-income families face a significant cost burden for rental housing.

Recommendations

1. Continue to use federal and state funding resources and programs to address high priority housing needs for rehabilitation, preservation, and homeownership creation.
NHA Actions The NHA monitors income deconcentration by development quarterly and where necessary implements income skipping measures.
NHA Actions The NHA review all NOFAs which might create, improve and sustain affordable housing and actively prepares proposals.
NHA Actions The NHA continues to provide homeownership preparation and financing through its FSS and Homeownership programs.
2. Continue to work with community based organizations, affordable housing developers and housing advocacy groups to leverage resources for affordable housing preservation.
NHA Actions The NHA continues to apply for disability vouchers.
NHA Actions The NHA has considered the use of project Based Vouchers for serving these populations.
3. Work with the Zoning Commission to publicly review the effectiveness of the existing Inclusionary Zoning regulation.
NHA Actions The NHA has been a strong supporter of inclusionary zoning and believes that a stronger ordinance including a linkage payment program for commercial developers is critical in the expansion of affordable housing. The NHA will continue to work with developers who are committed to mixed income developments using its LRPH and HCV resources.
4. Continue and, if possible, expand housing rehabilitation programs to maintain the City's base of affordable units, both owner-occupied and rental.
NHA Actions See #5 in Impediment One

IMPEDIMENT THREE – ZONING, PLANNING, AND LAND USE ISSUES

This impediment deals with issues relating to the development of land including housing that is available to a wide range of persons and income levels in disparate locations. The deconcentration of poverty is one of the key objectives of the City's Consolidated Plan, but this goal should be balanced against the objective of higher-density development with access to transportation and employment centers.

Recommendations

1. Ensure that all City master planning works to provide appropriate housing density, mixed income integration, and is available to protected classes.
NHA Actions The NHA has been pursuing the utilization of HOPE VI, Choice Neighborhoods and mixed financing resources and programs as a means to create mixed income and mixed use developments including conversion of existing NHA developments.

2. Ensure that reasonable accommodation and disabled access issues are properly addressed.
NHA Actions The NHA has made special efforts to enable the disabled to access housing including securing new vouchers, providing preferences for the disabled and ensuring that its policies and procedures are supportive of the disabled.
3. Encourage the use of "visitability" and universal design principles, which exceed Federal and State accessibility requirements, in new housing construction.
NHA Actions The NHA incorporates these in all its new development programs.

IMPEDIMENT FOUR – LOCAL OPPOSITION (NIMBY)

The proposed development or location of affordable housing, group homes, public housing, or Section 8 housing often draws storms of criticism and opposition from neighborhood residents. Norwalk is not immune from this common public reaction. The City must however work to temper the impact that such reactions have on the availability of housing for people in the protected classes and how it impacts the City's responsibility to achieve its documented fair housing objectives. While it is difficult to avoid this attitude, the City can take some measures to mitigate these challenges.

Recommendations

1. Encourage developers, housing advocacy groups, and other interested parties to conduct neighborhood outreach and information campaigns before submitting projects for review and approval.
NHA Actions This is required by HUD for development programs undertaken by the NHA.
2. Undertake a public outreach/education program.
NHA Actions As noted in prior sections, the NHA conducts a number of training programs for its staff, its clients and its cooperating landlords.

IMPEDIMENT FIVE - LENDING PRACTICES

This Analysis found that some minority groups did have higher rates of loan denial and loan withdrawal than other groups. The issue does not appear to have generated specific complaints. However, the City should, to the extent possible, ensure that persons seeking loans for home purchase or improvement are aware of lending practices and procedures.

Recommendations

1. Develop programs to foster conventional lending and banking services in underserved neighborhoods and to specific groups of persons.
NHA Actions The NHA has fostered relationships with lenders McCue Mortgage & Citibank) and assists clients through the lending process for home purchasing.
2. Work with nonprofits to expand financial literacy and credit counseling programs, especially in minority and lower-income neighborhoods.
NHA Actions The NHA conducts a program for its clients which includes financial training and credit repair.
3. The significant discrepancy between lending to Hispanic homebuyers and other homebuyers and other homebuyers is not explained by the data. This discrepancy should be examined further to understand the difference.

NHA Actions The NHA will provide information on its homeownership program with respect to this issue.

4. Assist residents who suspect lending discrimination in bringing complaints to the Connecticut Department of Banking and Attorney General's office for review and enforcement.

NHA Actions The NHA provides information to its clients of how and where to file discrimination complaints.

CONSISTENCY WITH THE CITY OF NORWALK CONSOLIDATED PLAN

The PHA Plan is prepared in advance of the Consolidated Plan, which is on a later schedule. However, the City of Norwalk participates in the preparation of the PHA Plan and provides input with respect to what the NHA can do to work with the City. Conversely, City participation, provides opportunities for the NHA to request actions by the City and support for NHA programs. We reviewed the current Consolidated Plan of the City of Norwalk and believe the goals between the two are consistent.

In addition copies of the PHA Plan drafts are provided the City for comment during the 45 day comment period.

Finally the City has the NHA involved in its planning of its Consolidated Plan.

II. ATTACHMENT L2 CERTIFICATIONS

Attached Separately

Form HUD-50077-CR, Civil Rights Certifications

Form HUD-50077: PHA Certifications of Compliance with PHA Plans and Related Regulations

Form HUD-50070: Certification for a Drug-Free Workplace

**Form SF-LLL: Disclosure of Lobbying Activities
Disclosure of Lobbying Activities Continuation Sheet.**

**Form HUD-50071: Certification of Payments to Influence
Federal Transactions**

**Form HUD-50077-SL, Certification by State or Local Office of
PHA Consistency with the Consolidated Plan**

Attachment M: VIOLENCE AGAINST WOMEN ACT POLICY

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 or termination of assistance to an otherwise qualified applicant/tenant on the basis that the applicant/tenant is or has been a victim of domestic violence, dating violence, or stalking.

Specifically, Section 607 of VAWA amends the Public Housing Program to state:

that an individual's status as a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance by a public housing authority. It also states that incidents of domestic violence, dating violence and stalking shall not be good cause for terminating a lease held by the victim. The amendments specify that the authority of a PHA to evict or terminate perpetrators of abuse shall not be limited and gives the PHA the ability to bifurcate a lease to maintain the victim's tenancy while evicting the perpetrator. Victims must certify their status as victims by presenting appropriate documentation to the PHA, and the language clarifies that victims can be evicted for lease violations or if their tenancy poses a threat to the community.

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.

NOTIFICATION TO TENANTS

VAWA requires the PHA to notify public housing program tenants of their rights under this law, including their right to confidentiality and the limits thereof.

PHA Policy

NHA will provide all tenants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant of NHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

NHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA.

NOTIFICATION TO APPLICANTS

PHA Policy

NHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of NHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

NHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA.

RESTRICTIONS FOR THE PHA

VAWA prohibits the PHA from considering actual or threatened domestic violence, dating violence, or stalking *as a cause for terminating the tenancy, occupancy, or program assistance of the victim.*

Specifically, this means that a PHA **may not** construe such violence or stalking:

1. as a serious or repeated violation of the lease by the victim
2. as other good cause for terminating the tenancy or occupancy rights of the victim

3. as criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim.

However, VAWA also establishes a new way for public housing PHAs to deal with household members who engage in “criminal acts of physical violence against family members or others”: it gives them the authority to bifurcate a lease, or divide it into two parts, if permitted by state law.

Notification and Victim Documentation

PHA Policy

APPLICANTS: NHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under NHA’s policies. Therefore, if NHA makes a determination to deny admission to an applicant family, NHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

TENANTS: When a family is facing assistance termination because of the actions of a tenant, household member, guest, or other person under the tenant’s control and a tenant or immediate family member of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, NHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

1. **A signed statement** (HUD Form 50066) by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, **and**
2. One of the following:
 - a. A police or court record documenting the actual or threatened abuse, or
 - b. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to NHA within 14 business days after NHA issues a written notice to deny admission or terminate assistance. The applicant/tenant must submit the required documentation with her or his request for an informal review or must request an extension in writing at that time. If the applicant/tenant so requests, NHA will grant an extension of 10 business days, and will postpone scheduling the informal review until after it has received the documentation or the extension period has elapsed.

If after reviewing the documentation provided by the **applicant**, NHA determines the family is eligible for assistance, no informal review will be scheduled and NHA will proceed with admission of the applicant family.

If the **tenant** does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, NHA may proceed with assistance termination.

If NHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, NHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Perpetrator Removal or Documentation of Rehabilitation

PHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, NHA will proceed as above but will require, in addition, either

(a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or

(b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. If the family elects the second option, 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. This additional documentation must be submitted within the same timeframe as the documentation required above from the victim.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual 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.

ATTACHMENT N: GRIEVANCE PROCEDURES

GRIEVANCE PROCEDURE

Effective Date: 4/1/2010

Draft Revision: 10/01/2010

I. Purpose and Scope:

This Grievance Procedure is established to assure that Residents are afforded an opportunity for a hearing if the Resident disputes, within a reasonable time, any Management action or failure to act involving the Resident's lease or Management regulations which adversely affect the individual Resident's rights, duties, welfare, or status.

II. Applicability:

- A. This Grievance Procedure shall be applicable to all individual grievances as defined in paragraph III.A. below, between a Resident and Management, except as provided in paragraph II.B. below.
- B. The Department of Housing and Urban Development (HUD), has issued a due process determination that the laws of the State of Connecticut provide a Resident with the opportunity for a hearing in court which provides the basic elements of due process (as defined in paragraph III.C below) before eviction from a dwelling unit. In accordance with that determination Management therefore excludes from this Grievance Procedure any Grievance concerning an eviction or termination of residency based upon:
 - 1) Any activity threatening the health, safety or the right to peaceful enjoyment of the premises of other Residents or Management employees;
 - 2) Any drug related criminal activity on or off such premises;
 - 3) Any violent criminal activity on or off the premises;
 - 4) Any activity resulting in a felony conviction; or

5) Any activity exempted by HUD.

C. This Grievance Procedure is not applicable to: (1) disputes between Residents not involving Management; (2) class grievances; or (3) the Section 8 Program. This Grievance Procedure is not intended as forum for initiating or negotiating policy changes between a group or groups of Residents and Management's Board of Commissioners.

III. Definitions:

For the purpose of this Grievance Procedure the following definitions are applicable:

- A. Grievance – **"Grievance"** means any dispute which a Resident may have with respect to Management's action or failure to act in accordance with the individual Resident's lease or Management's regulations which adversely affect the individual Resident's rights, duties, welfare or status, except as excluded in Paragraph II above, or pursuant to the applicable Code of Federal Regulations, 24 C.F.R. §966.50, *et seq.*
- B. Complainant – **"Complainant"** means any Resident whose Grievance is presented to Management in accordance with paragraphs IV and V below.
- C. Elements of Due Process – **"Elements of Due Process"** shall mean an eviction action or termination of residency in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the Resident of the grounds for terminating the residency and for eviction;
 2. Opportunity for the Resident to examine all relevant documents, records, and regulations of Management prior to the trial for the purpose of preparing a defense;
 3. Right of the Resident to be represented by retained Counsel;
 4. Opportunity for the Resident to refute the evidence presented by Management including the right to confront and cross

examine witnesses and present any affirmative legal or equitable defense which the Resident may have; and

5. A decision on the merits.

D. Resident – “**Resident**” means any lessee or the remaining head of the household of any resident family under any public housing or affordable housing lease where the Housing Authority of the City of Norwalk is the owner of such unit.

E. Management – “**Management**” means the Housing Authority of the City of Norwalk, also referred to as the “Housing Authority”, or its Legal Counsel.

F. Hearing Officer – “**Hearing Officer**” means person selected in accordance with paragraph V of this Grievance Procedure to hear Grievances and render a decision with respect thereto.

Informal Settlement of Grievance:

Any Grievance must be personally presented, either orally or in writing, to Management’s Central Management Office, within ten (10) business days after the occurrence giving rise to the Grievance, so that the Grievance may be discussed informally and an attempt made to settle the Grievance without a hearing. Management at the time of presentation or within ten (10) business days after such presentation shall informally discuss the Grievance with the Complainant and his or her representative, if applicable. The Complainant shall be present to discuss the informal settlement of the grievance or shall be deemed to have waived this process. Within a reasonable time after presentation of the Grievance, a summary of the informal discussion shall be prepared by Management, and a copy thereof shall be provided to the Complainant, and a copy retained in Management’s Resident file. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the Grievance and specific reasons therefor, and shall specify the procedure by which the Complainant may obtain a hearing if not satisfied by the proposed disposition of the Grievance.

IV. Procedure to Obtain a Hearing.

- A. *A Request for Hearing* – If the Complainant is not satisfied with the results of the informal conference, the Complainant shall submit a written request for a hearing to the Central Management Office no later than ten (10) days after the date Complainant receives the summary of discussion pursuant to paragraph IV above.

The written request shall specify:

1. The reason(s) for the Grievance; and
2. The Action or relief sought.

- B. *Selection of Hearing Officer* – Grievances shall be presented before a Hearing Officer promptly selected as follows:

The Hearing Officer shall be an impartial, disinterested person appointed by the Housing Authority, other than the person who made or approved the Housing Authority action under review or a subordinate of such person.. The Housing Authority may appoint any person (who may be an officer or employee of the Housing Authority) as the Hearing Officer. The Housing Authority shall consult the resident organizations before appointment of each hearing officer. Any comments or recommendations submitted by the tenant organizations shall be considered by the Housing Authority.

- C. *Failure to Request A Hearing* – If the Complainant does not request a hearing in accordance with Paragraph V.A, then Management's disposition of the Grievance under Paragraph IV shall become final; provided that failure to request a hearing shall not constitute a waiver by the Complainant of the right thereafter to contest Management's action in disposing of the Grievance in an appropriate judicial proceeding.

- D. *Hearing Prerequisite* – All Grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in paragraph IV as a condition precedent to a hearing under this Grievance Procedure; provided that if the Complainant shall show good cause for failing to proceed in accordance with paragraph IV to the Hearing Officer, the provisions of this paragraph V.D. may be waived by the Hearing Officer in their sole and absolute discretion.

- E. *Escrow Deposit* – Before a hearing is scheduled in any Grievance involving the amount of rent as defined in the dwelling lease which Management claims is due, the Complainant shall pay to Management an amount equal to the amount of the rent due and payable as of the first day of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of monthly rent in an escrow account monthly until the Grievance is resolved by decision of the Hearing Officer. These requirements may be waived by Management in extenuating circumstances. Unless so waived, the failure to make such escrow payments shall result in a termination of the Grievance Procedure; provided, that the failure to make the escrow payments shall not constitute a waiver of any right the Complainant may have to contest Management disposition of the Grievance in any appropriate judicial proceeding.
- F. *Scheduling of Hearings* – Upon Complainant's compliance with paragraphs V.A., V.D., and V.E. a hearing shall be scheduled by Management staff promptly for a time and place reasonably convenient to both the Complainant and Management. A written notification, specifying the time, place and procedures governing the hearing shall be delivered to the Complainant and the Hearing Officer.

V. Procedures Governing the Hearing:

- A. The hearing shall be held before a Hearing Officer as appropriate.
- B. The Complainant shall be afforded a fair hearing, which shall include;
 - 1. The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records and regulations of Management that are relevant to the hearing. Any document not so made available after request therefor by the Complainant may not be relied on by Management at the hearing;
 - 2. The right to be represented by counsel or other person chosen as a representative by the Complainant, and to have such representative make statements on the Complainant's behalf;

3. The right to a private hearing unless the Complainant requests a public hearing;
 4. The right to present evidence and arguments in support of the Complainant's complaint, to present legal and/or equitable defenses, to controvert the evidence relied on by Management and to confront and cross-examine all witnesses on whose testimony or information Management relies; and
 5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. The Hearing officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- D. If the Complainant or Management fails to appear in person at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for a period not to exceed ten (10) business days or another date agreeable to both parties or make a determination that the party has waived the right to a hearing. Both the Complainant and Management shall be notified of the determination by the Hearing Officer . The determination shall not constitute a waiver of any right the Complainant may have to contest disposition of the Grievance in an appropriate judicial proceeding.
- E. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter Management must sustain the burden of justifying Management action or failure to act against which the Grievance is described.
- F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the Grievance maybe received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require Management, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the

interests of the disorderly party and granting or denial of the relief sought as appropriate.

- G. Management may record the hearing but shall not be required to prepare a transcript of the hearing. The Complainant or Management may arrange, at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

VI. Decision of the Hearing Officer:

- A. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and Management which shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Management and made available for inspection by a prospective Complainant, his or her representative, or Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on Management, which shall take all actions or refrain from any actions necessary to carry out the decision unless Management's Board of Commissioners has determined within sixty (60) business days after the date of the decision and promptly notified the Complainant of its determination that:
 - 1. The Grievance does not concern Authority action or failure to act in accordance with or involving the Complainant's lease or Management regulations, which adversely affect the Complainant's rights, duties, welfare or status.
 - 2. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and Management.
- C. A decision by the hearing Officer or Board of Commissioners in favor of Management or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor

affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter

VII. Management Eviction Action:

If a Resident has requested a hearing in accordance with paragraph V on a Grievance involving a Management Notice of Termination of Residency (Pretermination Notice), Management may not issue a notice to quit and/or summary process summons until the grievance process has been terminated, i.e. the Hearing Officer issues its decision in the matter.

VIII. Accommodation of Persons with Disabilities:

A. *Accommodations of Persons Disabilities* – Management provides reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. If the Complainant is visually impaired, any notice to the Complainant which is required under this Grievance Procedure shall be in accessible format if management has been so notified.

Curtis O. Law, Executive Director