

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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ANNUAL PHA PLAN FOR FISCAL YEAR: 2011

PHA NAME: LOWELL HOUSING AUTHORITY

Final July 14, 2011

PHA Plan Update

- (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
 (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan.
 For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

(a) Elements revised since 2010 are as follows:

PHA Plan Element	Changed	Attached to or in this Plan	Only on File at the LHA
PHA Plan 2010-2014 5 Year Goals and Prior Progress	Yes	Attachment A	
Eligibility, Selection and Admissions Policies, including Deconcentration and			√
Eligibility	No		√
Wait List Procedures.	No		√
Selection	Yes	Attachment J1	
Admissions Policies	No		√
Deconcentration	Yes		√
Financial Resources	Yes	Attachment B	
Rent Determination			√
Income Based Rents	No		√
Flat Rents	No		√
Payment Standards (HCV)	Yes	Attachment C	
Minimum Rent	No		√
Operation and Management	Yes	Attachment D	
Utility Schedule			
Lease & Grievance Procedures	Yes	Attachment J2	
Designated Housing for Elderly and Disabled Families	Yes		√
Community Service and Self-Sufficiency	Yes		√
Safety and Crime Prevention	No		√
Pets	No		√
RAB Members and Comments	Yes	Attachment E	
CFP Annual Statement	Yes	Attachment F	
CFP 5 Year Plan	Yes	Attachment G	
Housing Needs Analysis	No		
Strategy for Addressing Needs	Yes	√	
Substantial Deviation	No		√
Civil Rights Statement	Yes	Attachment K	
Fiscal Year Audit	No		√
Asset Management	Yes	Attachment H	
Other Information required by HUD			
Violence Against Women Act (VAWA)	No	Attachment I	
Certifications	Yes	Attachment L	

6.0

(b) Specific locations to obtain or view the annual plan for 2009-2010 are:

- Main office
- Library
- Website: www.lowellhousing.org

	<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>As noted in the Goals above the LHA is planning the following actions:</p> <p>HOPE VI Projects: No action is proposed Mixed Finance Projects: Planning an assessment Demolition: None Planned Disposition: The LHA will explore the disposition of scattered sites Conversion of Public Housing: None Planned Homeownership Programs: The LHA wants to increase the HCV HO program by 10% a year and is considering a Section 32 application for approval Project Based Vouchers: The LHA intends to increase the PBV by 24 vouchers.</p> <p><u>Note on Project Based Vouchers</u></p> <p>7.0 The Lowell Housing Authority is currently administering one hundred fifteen (115) Section 8 Project Based units, located in the census tracts with poverty rates of less than twenty percent (20%) or in areas where the Authority has obtained HUD approved waivers</p> <p>Among the units under contract, eight five (85) units are existing housing or substantial rehabilitation of row house and garden style apartments with owners providing and paying for heat, water heater and cooking. Thirty (30) units are newly constructed duplex housing units, equipped with modern appliances, private parking, yards, built-in microwave, dishwashers, washer and dryer hookup, one and one half (1 ½) bathrooms. They are situated in close proximity to public transportation, school, church, shopping center and easily accessible to downtown Lowell and major routes.</p> <p>To meet our agency goals as outlined in our 5 Year Plan, which are consistent with the deconcentration of poverty and expanding housing and economic opportunities for program participants, the Authority is working in collaboration with the city of Lowell’s Division of Planning and Development (DPD) to identify additional suitable units. It is our intent to increase our units by 24. Recognizing the growing demand for affordable housing, the Authority is placing more emphasis on our efforts to create long term affordable housing by reaching out to new private property owners. It is our goal to project base an additional twenty four (24) units in the Lowell community within the next five years.</p>
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
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>See Attachment F</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>See Attachment G</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> <p>There is no new data available at this time which would cause the housing needs analysis done in 2010 to be changed.</p>
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Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

The following are the strategies prioritized in the 5 Year Plan Goals for Year 2 [October 2011-September 2012].

Physical Facilities:

1. Develop new housing using Replacement Housing Funds, Section 32, Project Based Section 8 (set aside 24 additional vouchers).
2. Create 25 accessible units of LRPB as per agreement with HUD in connection with the Federalization of a State public housing project
3. Diminish the scattered site inventory by sale to tenants, disposition to investors or by demolition and replacement
4. Review the barriers to marketability in LRPB developments and develop a plan to improve them

Management Operations

1. Increase HCV Homeownership by 10%
2. Explore the use of multiple Payment Standard tiers for HCV to deconcentrate poverty
3. Create a higher functioning agency by
 - a. Increasing Communication making it more informed and more cohesive
 - b. Increase training such as providing REAC training for all staff and using local universities and other accredited agencies for focused staff training
 - c. Explore the use of six sigma in the agency
 - d. Develop objective staff assessment system
 - e. Conduct focused staff assessments with a view to making assignment changes for experience and in effect cross training and performance
4. Fine tune asset management so that it is more effective in practice
5. Improve MIS so that it supports better asset management by
 - a. Complete cleaning up data integrity through enforcement of quality data input and improved processing
 - b. Continue training including creating an IT lab
 - c. Improve the website
 - d. Improve network performance and eliminate system conflicts
 - e. Providing manuals for asset management and other functions

9.1

Client Services

1. Attract more service organizations to serve LHA clients
2. Provide more broadband service within elderly developments and connect to the University of Lowell
3. Identify more clients and recruit them for the HCV FSS program
4. Explore the expansion of FSS into public housing
5. Continue to add translated documents to the LEP library. Create a catalogue of these for access on line by staff and others
6. Review the lease and make revisions as appropriate
7. Expand the scope and number of enrichment programs, especially for public housing youth in the school system
8. Bring staff/contractor on board to work with clients who are mentally disabled/impaired
9. Establish an LHA broadcast network which would provide video information in common areas and potentially as an LHA channel through cable

Asset Management

1. Improve the capital planning process so that staff and residents are more meaningfully engaged
2. Continue the move of procurement to AMP level
3. Enhance the AMP based budgeting process
4. Develop marketing skills and procedures at the AMP level

<p>10.0</p>	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5- Year Plan.</p> <p style="text-align: center;"><i>See Attachment A</i></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>The LHA has determined that a significant amendment or modification will only occur if a formal vote of the Board of Commissioners is required for any changes to the Capital Fund Plan which has a budgetary consequence greater than 25% and which requires a vote of the Board of Commissioners. In addition, any plan to implement a decision to demolish or dispose of a development or to designate a development as elderly only or disabled only, which already requires a hearing and Board approval process as well as HUD approval, will be considered a significant amendment or modification to the PHA Plan.</p>
<p>11.0</p>	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>© Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

#	Attachments
A	2010-2014 Five Year Plan Goals & Progress Year 1
B	B1 Financial Resources
	B2 AMPs Budgets
C	HCV Payment Standards
D	Utility Schedule
E	RAB List and Comments
F	CFP – Annual Statement
G	CFP – 5 Year Plan
H	Proposed Plan for Disposition and Development of LRPH
I	VAWA
J	J1 - Amendments to LRPH Administrative Plan (ACOP) and HCV Administrative Plan
	J2 – Low Rent Public Housing Lease Change
K	Civil Rights Statement
L	Certifications

**ATTACHMENT A: 2010-2014 LHA FIVE YEAR GOALS AND PROGRESS IN MEETING GOALS
YEAR 1**

**PROGRESS REPORT FOR YEAR [OCTOBER 1, 2010 THROUGH MAY 31 2011] IN MEETING THE 5-YEAR
PLAN MISSION AND GOALS 2010-2014**

The following goals and objectives were developed by the residents, staff and commissioners and served as the major guiding priorities for the five years 2010-2014.

Goals for Year 1 2010-2011	Progress through May 31, 2011
Physical Facilities:	
Develop new housing using Replacement Housing Funds, Section 32, Project Based Section 8 (set aside 3 additional vouchers) and Neighborhood Stabilization Funds	11 PBV vouchers placed Section 32 program still being evaluated in connection with Scattered Sites
Create at least 25 new accessible units for the elderly and disabled	1 unit has been completed and 1 unit is in the process of being completed. The planning process has begun to develop 8 family units (2 and 3 bedrooms).
Federalize all State housing	One development has been accepted by HUD – Father Morrissette on April 1, 2011.
Create emergency shelter unit for use by emergency services such as the Red Cross	This has been completed. The Shelter unit is occupied and under lease by Community Teamwork Inc.
Management Operations	
Increase HCV Homeownership by 10% a year	This has been on-going.
Explore the use of multiple Payment Standard tiers for HCV to deconcentrate poverty	This has been determined to not be necessary at this time.
Create a higher functioning agency by	--
Increasing Communication making it more informed and more cohesive	More staff meetings have been conducted. Peer trainings incorporated.
Increase training such as providing REAC training for all staff	This has been completed.
Conduct focused staff assessments with a view to making assignment changes for experience and in effect cross training and performance	This is underway along with a reorganization that was completed on March 1, 2011.
Fine tune asset management so that it is more effective in practice	Staff have been working on fine turning asset management and it is an ongoing process.
Improve MIS so that it supports better asset management by	This is on-going.
Cleaning up data	This is on-going.
Training	Training has been initiated with several staff and is an on-going process.
Enforcing accountability for data input	This is on-going.
Providing manuals for asset management and other functions	This is on-going.
Client Services	
Attract more service organizations to serve LHA clients	The Merrimack Valley Food bank will be expanding it's weekly Farmer's Market (June-Oct) to now include George W. Flanagan development this year. The Farmer's Market has been successfully held at North Common for the past 3 years.

Goals for Year 1 2010-2011	Progress through May 31, 2011
	<p>Lowell Wish Project: LHA continues to be a member which allows our residents access to free donated goods as well as Easter baskets, school backpacks, Christmas presents, Mother's Day gift bags, etc.</p> <p>Manolis Family Foundation: LHA continues to obtain Thanksgiving meals for its families in need</p> <p>Comfort Home Care: Will be providing a "Family Health & Wellness Day" on April 12 for all FSS and Transitional Housing Program families. The day will include health screenings and information as well as fingerprinting/ID kits being done with the children.</p> <p>South Bay Mental Health: LHA has established better coordination of mental health services for our residents via expedited referral process.</p> <p>Merrimack Valley Housing Partnership: LHA continues to refer and pay for the cost of the First Time Homebuyer's Course for any interested resident.</p> <p>CTI, Inc: Refer many of our residents for enrollment in the free Financial Literacy Academy</p> <p>Lowell Five Savings Bank: Bank staff have provided financial/budget workshops to our FSS and Transitional Housing families.</p> <p>GLTHS Cosmetology Program: Students continue to provide monthly cosmetology services for our elderly/disabled residents at both Archambault Towers and Francis Gatehouse.</p> <p>GLTHS Health Assistant Students: Provided a Stroke Prevention Awareness Presentation at Archambault Towers during the 2010 school year.</p>
Provide more broadband service within elderly developments and connect to the University of Lowell	Broadband access was installed in Francis Gatehouse, Father Morrisette and Bishop Markham Developments. Classes have been conducted by the University of Lowell.
Identify more clients and recruit them for the HCV FSS program	<p>Applied for renewal of the HCV FSS Grant.</p> <p>Each year, an informational mailing for the FSS Program is forwarded to all HCV voucher holders. Leasing staff notifies HCV participants about the FSS Program during each briefing. HCV recipients who contact the LHA regarding homeownership are referred to the FSS Program, especially since many require credit repair, accrual of savings and increased employment/income prior to being eligible for a</p>

Goals for Year 1 2010-2011	Progress through May 31, 2011
	mortgage. (See note 1 below)
Explore the expansion of FSS into public housing	Applied for the Public Housing FSS Grant. This would establish an FSS Program for a minimum of 25 Public Housing residents for the first time ever.
Continue to add translated documents to the LEP library. Create a catalogue of these for access on line by staff and others	This has been an on-going process. A new LHA website is being developed that will allow for better access to LHA forms.
Review the lease and make revisions as appropriate	This is an on-going process.
Expand the scope and number of enrichment programs, especially for public housing youth in the school system	<p>Free piano & voice lessons offered one time weekly at The Learning Zone Market St. as well as the Summer Program (began Summer 2010).</p> <p>Community Teamwork: Provides two Foster Grandparent Program Volunteers for Learning Zone-Market St. One is a retired Principal and the other a retired Nutritionist.</p> <p>UMASS-Lowell: Provides work study program students as volunteer tutors at the Learning Zone-Market St.</p> <p>Girl Scouts of Eastern Massachusetts: Provides weekly Girl Scout curriculum to both Learning Zone sites and also did so during 2010 Summer Program.</p> <p>Merrimack Valley Food Bank/Project Bread: Continues to provide summer meal program to both of our Summer Program sites.</p> <p>El-Shaddai Mobile Dental Clinics: Provided preventative dental care to children at both NCV and GWF in October 2010.</p> <p>Boston Medical Center/Health Net Plan: Provided free health literature (hand-washing, car seat safety, inc.) as well as tote bags, pens, band-aid dispensers, books, etc. to our youth in the 2010 Summer Program</p> <p>Got Books Organization: Donated \$100.00 in gift certificates to the Learning Zone sites for the purchase of used books to improve reading skills</p>

Notes:

1. FSS Results through 2010

- As of 9/20/10, 26 participants are in the FSS Program
- There have been 4 successful contract completions

- 2 participants voluntary gave up their HCV vouchers and therefore ended participation in the FSS Program
- 7 new participants joined FSS
- 14 employed full-time
- 5 employed part-time
- 1 held a weekly volunteer position
- 1 enrolled in a Dental Assistant Training and Certification Program
- 4 Participants enrolled in college courses/degree programs
- As of 9/30/10: 17 participants had escrow balances with an average escrow balance of \$4,925. All escrow balances totaled \$83,723
- All participants are working on Credit Repair

ATTACHMENT B1: FINANCIAL RESOURCES

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2011 grants)		
a) Public Housing Operating Fund	6,150,000	
A. Public Housing Capital Fund	2,500,000	
B. HOPE VI Revitalization	0	
C. HOPE VI Demolition	0	
D. Annual Contributions for Section 8 Tenant-Based Assistance	12,038,844	
E. Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
a) Resident Opportunity and Self- Sufficiency Grants	0	
b) Community Development Block Grant	0	
c) HOME	0	
Other Federal Grants (list below)	0	
FSS Coordinator/Homeownership Grant	0	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund Program	3,241,112	Public Housing Capital Improvements
3. Public Housing Dwelling Rental Income		
Federal Low Rent Public Housing	6,225,000	Public Housing Operations
4. Other income (list below)		
Investment Income(Federal)	38,750	Public Housing Operations
Other Income other than rent and interest.	110,500	Public Housing Operations
5. Non-federal sources (list below)		
State Low Rent Public Housing	2,252,000	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
including MRVP vouchers		
Unrestricted Investment Income (State)	2,500	Public Housing Operations
Total Resources	\$32,558,706	

ATTACHMENT B2: AMP BUDGETS

Acct #	Account Description	AMP 1 - 524 DU	AMP 2 - 300 DU	AMP 3 - 426 DU	AMP 4 - 391 DU
REVENUES					
3110.00	Dwelling Rental Income	1,902,110	1,322,016	1,522,989	1,091,155
3120.00	Excess Utilities	18,300	3,820	5,850	9,180
3692.00	Tenant Revenue - Other	6,000	1,750	1,750	4,600
	Total Tenant Revenue Other	24,300	5,570	7,600	13,780
	Total Tenant Revenue	1,926,410	1,327,586	1,530,589	1,104,935
8020.00	Current Year Operating Subsidy	2,551,650	1,735,451	1,650,744	1,304,441
3610.00	Investment Income - Unrestricted	2,500	2,500	2,500	2,500
3431.00	Investment Income - Restricted				
3190.00	Section 8 Rental Income				
3690.00	Other Revenue	2,050	1,000	75,458	109,981
3690.15	Admin Fee				
3690.71	Admin Fee - Cooper				
	Total Other Revenue	2,050	1,000	75,458	109,981
6120.00	Gain/(Loss) on Equipment Disposal	-	-	-	-
9110.00	Operating Transfers - In	5,750	5,750	5,750	5,750
	Capital Grant Allocation	-	-	-	-
	Other Grant Allocation	-	-	-	-
	Section 8 Allocation	-	-	-	-
	Total Revenue	4,488,360	3,072,287	3,265,042	2,527,607
ADMINISTRATIVE EXPENSES					
4110.00	Salaries - Reg.	234,323	231,091	234,323	189,636
4110.01	Salaries - O.T.	-	-	-	-
4110.00	Total Administrative Salaries	234,323	231,091	234,323	189,636
4171.00	Auditing Fees	2,620	1,500	2,130	1,955
4540.00	Employee Benefit Contributions - Admin	97,627	96,214	97,744	79,057
4130.00	Legal	15,000	10,000	6,800	6,000
4140.00	Staff Training	3,500	3,400	2,000	1,000
4150.00	Travel / Parking	200	500	500	400
4170.00	Accounting Fees	-	-	-	-
4190.01	Stationary / Supplies	5,000	2,700	4,000	4,000
4190.02	Telephone / Alarm / Internet / Elevator	29,000	11,000	26,000	19,000
4190.04	Advertisement	-	-	-	-
4190.05	Publications / Postage	7,900	7,000	6,700	7,400
4190.06	Equipment Maintenance & Repair	250	250	250	250
4190.07	Membership Dues & Fees	400	500	1,000	350
4190.08	Armored Car Service	-	-	-	-
4190.09	Consulting Fees	850	850	850	850
4190.10	Miscellaneous Sundry	500	150	250	150
4190.11	Court Costs	500	450	200	-
4190.12	Fiscal Agent Fees	-	-	-	-
4190.13	Information Technology	16,000	11,500	13,000	11,500

Acct #	Account Description	AMP 1 - 524 DU	AMP 2 - 300 DU	AMP 3 - 426 DU	AMP 4 - 391 DU
4190.14	Office Equipment Purchases <\$500	-	-	-	-
4190.17	Temporary Labor	-	-	-	-
4190.18	Reproduction	-	-	-	-
4190.19	Sundry	-	-	-	-
4190.20	Drug Testing	-	-	-	-
4190.21	Administrative Fees	-	-	-	-
4190.00	Sundry Administrative	79,100	48,300	61,550	50,900
	Asset Management Fee	534,166	296,100	420,462	385,917
	Allocated Overhead	-	-	-	-
Total Administrative Expense		947,835	673,206	816,209	707,465
TENANT SERVICES					
4210.00	Salaries - Reg.	25,000	11,200	5,700	2,500
4210.01	Salaries - O.T.	-	-	-	-
4210.00	Total Tenant Services Salaries	25,000	11,200	5,700	2,500
4540.00	Employee Benefit Contributions	-	-	-	-
4220.00	Recreation & Publications	-	-	-	-
4230.00	Contract Costs	7,500	6,000	5,500	9,000
	Total Non-Salary	7,500.00	6,000	5,500.00	9,000
Total Tenant Services Expense		32,500	17,200	11,200	11,500
UTILITIES					
4355.01	Labor - Reg.	-	-	-	-
4355.02	Labor - O.T.	-	-	-	-
4355.00	Total Utilities Labor	-	-	-	-
4540.00	Employee Benefit Contributions	-	-	-	-
4310.00	Water (Includes Sewer Charges)	175,519	222,386	102,176	54,006
4320.00	Electricity	429,973	303,736	298,852	452,962
4330.00	Gas	505,860	465,803	360,410	165,394
4390.00	Other	-	-	-	-
Total Utility Expense		1,111,352	991,925	761,438	672,361
ORDINARY MAINTENANCE & OPERATION					
4410.00	Labor - Reg.	767,238	592,866	522,036	480,403
4410.01	Labor - O.T.	15,345	11,857	10,441	9,608
4410.00	Total Maintenance Labor	782,582	604,723	532,477	490,011
4420.00	Materials and Other	91,982	155,391	99,167	73,187
4430.01	Auto Rentals & Repair	3,556	6,137	1,223	2,545
4430.02	Lock & Key Repair	-	-	-	-
4430.03	Electrical Repairs	130	-	-	-
4430.04	Structural Repairs	14,616	23,875	3,349	375
4430.05	Equipment Repairs & Rentals	-	5,999	-	195
4430.06	Repairs & Rentals	-	-	34,576	4,125
4430.07	Heating & AC Repairs	1,201	1,077	5,303	1,785
4430.08	Elevator Maintenance	-	-	59,642	15,741
4430.09	Heaters & Ranges				

Acct #	Account Description	AMP 1 - 524 DU	AMP 2 - 300 DU	AMP 3 - 426 DU	AMP 4 - 391 DU
4430.10	Engineers & Consultants	-	15,212	-	-
4430.11	Fire & Alarm Services	6,904	1,567	8,691	6,433
4430.14	Licenses & Permits	9,686	5,257	6,112	6,267
4430.15	Auto Allowances				
4430.16	Garbage Truck Repairs	-	-	-	-
4430.17	Sewage & Plumbing	13,948	6,600	6,136	4,812
4430.18	Paving & Fencing	10,945	3,887	752	1,565
4430.19	Grass Cutting				
4430.20	Other Contract Costs	23,182	3,819	14,537	6,177
4430.22	Garbage Collection	117,268	38,977	62,153	25,000
4430.23	Tree Removal				
4430.24	Pest Control	30,672	18,568	35,008	44,688
4430.25	Uniforms	5,533	5,332	3,382	2,627
4430.26	Work Tasks	-	-	-	-
	Total Contract Costs	237,641	136,307	240,864	122,335
4540.00	Employee Benefit Contributions	326,049	251,775	222,115	204,279
	PH Central Service Allocation				
Total Ordinary Maintenance & Operation		1,438,255	1,148,196	1,094,623	889,812
PROTECTIVE SERVICES					
4465.01	Labor				
4465.02	Labor - O.T.				
4465.00	Total Protective Services Labor	-	-	-	-
4480.00	Contract Costs				
4540.00	Employee Benefit Contributions				
	Total Protective Services	-	-	-	-
GENERAL					
4510.01	Insurance - General Coverage	8,757	4,378	2,627	2,627
4510.02	Workmans Compensation	33,995	27,196	24,929	22,663
4510.03	Self Insurance - Liability	36,449	20,863	24,356	25,615
4510.04	Self Insurance - Fire	40,242	68,271	25,047	37,358
	Total Insurance	119,443	120,708	76,960	88,263
4520.00	Payments in Lieu of Taxes	81,506	33,566	76,915	43,257
4570.00	Collection Losses				
4580.00	Interest Expense				
4530.00	Terminal Leave				
	Total General Expenses	200,948	154,274	153,875	131,521
TOTAL ROUTINE EXPENDITURES					
	Total Routine Operating Expense	3,730,890	2,984,801	2,837,345	2,412,659
Excess Operating Revenue over Operating Expenses		757,470	87,487	427,697	114,949
NON-ROUTINE EXPENDITURES					
4610.00	Extraordinary Maintenance	45,000	32,000	94,400	77,500
	Capital Needs	91,000	12,500	15,000	3,400
Total Non-Routine Expenses		136,000	44,500	109,400	80,900

Acct #	Account Description	AMP 1 - 524 DU	AMP 2 - 300 DU	AMP 3 - 426 DU	AMP 4 - 391 DU
	RESIDUAL RECEIPTS OR DEFICIT				
	Total Expenses	3,866,890	3,029,301	2,946,745	2,493,559
	Excess Operating Revenue over Operating Expenses	621,470	42,987	318,297	34,049

ATTACHMENT C: HCV PAYMENT STANDARDS

Section 8 Program Fair Market Rents and Payment Standards for 2011

Fair Market Rents

0BR	1BR	2BR	3BR	4BR	5BR
852	1,020	1,311	1,565	1,717	1,975

Payment Standards

0BR	1BR	2BR	3BR	4BR	5BR
852	1,020	1,311	1,565	1,717	1,975

These payment standards were effective 12/31/2010

All rents approved, including HCV Vouchers, are subject to reasonableness and comparable rents offered in this area.

The above rents include all utilities. the utility schedule must be used to establish new rent without utilities.

ATTACHMENT D: UTILITY ALLOWANCE SCHEDULE

Rate-Consumption Report Allowance for Tenant-Furnished Utilities and Other Services

	average consumption	*	ra*	6575 AHDD=	2 Bedroom Older Home Converted
HEATING					
Natural Gas	76.15	therms	\$1.414		\$101.22
Electr/c	733.95	kwh	\$0.149		\$102.96
Bottled Gas	3.76	gal (factor)	\$2.7700		\$218.11
O/I	64.94	gal	\$2.8500		\$173.9
COOKING					
Natural Gas	10.0	therms	\$1.414		\$14.26
Electr/c	93.59	kwh	\$0.149		\$13.97
Bottled Gas	11.09	gal (factor)	\$2.7700		\$30.72
OTHER ELECTRIC	321.30	kwh	\$0.149		\$47.95
WATER HEATING					
Natural Gas	12.87	therms	\$1.414		\$18.20
Electr/c	159.17	kwh	\$0.149		\$23.75
Bottled Gas	14.15	gal (factor)	\$2.7700		\$39.21
O/I	9.87	gal	\$2.8500		\$28.12
AIR CONDITIONING	78.97		\$0.149	< 2000 ACDD	\$11.78

6575 AHDD

Monthly Dollar Allowances

Un/t Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Mobile Home (Manufactured Home)`								
a. Natural Gas	51	62	80	103	12 8			
b. Electric	52	63	81	104	131			
c. Bottle Gas	111	133	173	221	277			
d. Oil	88	106	13 8	177	221			
High-Rise with Elevator								
a. Natural Gas	52	60	71	86	97	122	140	15 8
b. Electric	47	5 8	71	88	109	127	146	164
Row HouseiGarden Apt (RowhouseiTownhouse)`								
a. Natural Gas	51	6 8	92	115	139	162	1 86	211
b. Electric	52	69	94	117	142	165	1 89	214
c. Bottle Gas	110	147	199	24 8	300	349	401	454
d. Oil	88	117	159	19 8	239	27 8	320	362
Two-Three FamilyiDuplex (Semi-Detached)`								
a. Natural Gas	62	80	105	131	153	174	201	227
b. Electric	63	81	107	133	156	177	204	231
c. Bottle Gas	133	172	227	2 82	330	376	432	4 89
d. Oil	106	137	1 81	225	264	300	345	390
Older Multi-Family (Low Rise)`								
a. Natural Gas	55	72	97	119	144	165	190	214
b. Electric	56	74	9 8	121	146	16 8	193	21 8
c. Bottle Gas	119	156	20 8	257	310	356	409	462
d. Oil	95	125	166	205	247	2 84	326	369
Older Home Converted (Semi Detached)`								
a. Natural Gas	59	76	101	125	150	16 8	193	21 8
b. Electric	60	77	103	12 8	152	171	196	222
c. Bottle Gas	127	163	21 8	270	322	361	416	470
d. Oil	101	130	174	216	257	2 88	331	375
Single Family Detached								
a. Natural Gas	67	91	109	13 8	156	1 81	20 8	235
b. Electric	69	93	111	140	15 8	1 84	212	239
c. Bottle Gas	145	197	236	297	336	390	449	507
d. Oil	116	157	1 88	237	26 8	311	35 8	405
All Unit Types-Cooking								
a. Natural Gas	8	11	14	1 8	22	24	27	31
b. Electric	8	10	14	17	21	23	27	30
c. Bottle Gas	1 8	23	31	3 8	47	51	59	66
All Unit Types-Electricity	2 8	36	4 8	59	74	79	91	103
All Unit Types-Water Heat								
a. Natural Gas	11	14	1 8	23	2 8	30	35	39
b. Electric	14	1 8	24	29	36	39	45	51
c. Bottle Gas	23	29	39	49	60	65	75	84
d. Oil	16	21	2 8	35	43	47	54	61
Range (Tenant Owned)	3	3	4	4	4	4	4	4
Refrigerator (Tenant Owned)	4	4	4	5	5	7	7	7
Water								
Sewer								

Air Conditioning Allowances

6575 AHDD		Monthly Dollar Allowances				
Unit Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Mobile Home (Manufactured Home)	10	13	17	21	25	
High-Rise with Elevator	6		11	13	16	18
Row/House Garden Apt. (Rowhouse//Townhouse)	7	9	12	15	17	20
Two-Three Family Duplex (Semi-Detached)	7	9	12	15	17	20
Older Multi-Family (Low Rise)	6		11	13	16	18
Older Home Converted (Semi-Detached)	7	9	12	15	17	20
Single Family Detached	12	15	20	25	30	34

Mobile Home (Manufactured Home)H

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
6575							
Heating	a. Natural Gas	51	62	80	103	128	
	b. Electric	52	63	81	104	131	
	c. Bottle Gas	111	133	173	221	277	
	d. Oil	88	106	138	177	221	
Cooking	a. Natural Gas	8	11	14	18	22	
	b. Electric	8	10	14	17	21	
	c. Bottle Gas	18	23	31	38	47	
Other Electricity		28	36	48	59	74	
Air Conditioning		10	13	17	21	25	
Water Heating	a. Natural Gas	11	14	18	23	28	
	b. Electric	14	18	24	29	36	
	c. Bottle Gas	23	29	39	49	60	
	d. Oil	16	21	28	35	43	
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	
Refrigerator		4	4	4	5	5	

Other -- specify

High Rise (High Rise with Elevator)

Utility or Service

Monthly Dollar Allowances

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	52	60	71	86	97	122
	b. Electric	47	58	71	88	109	127
	c. Bottle Gas						
	d. Oil						
Cooking	a. Natural Gas	8	11	14	18	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas						
Other Electricity		28	36	48	59	74	79
Air Conditioning		6	8	11	13	16	18
Water Heating	a. Natural Gas	11	14	18	23	28	30
	b. Electric	14	18	24	29	36	39
	c. Bottle Gas						
	d. Oil						
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Row House Garden Apartment -- Rowhouse Townhouse

Utility or Service

Monthly Dollar Allowances

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	51	68	92	115	139	162
	b. Electric	52	69	94	117	142	165
	c. Bottle Gas	110	147	199	248	300	349
	d. Oil	88	117	159	198	239	278
Cooking	a. Natural Gas	8	11	14	18	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas	18	23	31	38	47	51
Other Electricity		28	36	48	59	74	79
Air Conditioning		7	9	12	15	17	20
Water Heating	a. Natural Gas	11	14	18	23	28	30
	b. Electric	14	18	24	29	36	39
	c. Bottle Gas	23	29	39	49	60	65
	d. Oil	16	21	28	35	43	47
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Older Multi-Family (Low Rise)

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	55	72	97	119	144	165
	b. Electric	56	74	98	121	146	168
	c. Bottle Gas	119	156	208	257	310	356
	d. Oil	95	125	166	205	247	284
Cooking	a. Natural Gas	8	11	14	18	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas	18	23	31	38	47	51
Other Electricity		28	36	48	59	74	79
Air Conditioning		6	8	11	13	16	18
Water Heating	a. Natural Gas	11	14	18	23	28	30
	b. Electric	14	18	24	29	36	39
	c. Bottle Gas	23	29	39	49	60	65
	d. Oil	16	21	28	35	43	47
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Older Home Converted (Semi-Detached)

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	59	76	101	125	150	168
	b. Electric	60	77	103	128	152	171
	c. Bottle Gas	127	163	218	270	322	361
	d. Oil	101	130	174	216	257	288
Cooking	a. Natural Gas	8	11	14	18	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas	18	23	31	38	47	51
Other Electricity		28	36	48	59	74	79
Air Conditioning		7	9	12	15	17	20
Water Heating	a. Natural Gas	11	14	18	23	28	30
	b. Electric	14	18	24	29	36	39
	c. Bottle Gas	23	29	39	49	60	65
	d. Oil	16	21	28	35	43	47
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Duplex & Two/Three Family (Semi Detached)*

Utility or Service

Monthly Dollar Allowances

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	62	80	105	131	153	174
	b. Electric	63	81	107	133	156	177
	c. Bottle Gas	133	172	227	2 82	330	376
	d. Oil	106	137	1 81	225	264	300
Cooking	a. Natural Gas	8	11	14	1 8	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas	1 8	23	31	3 8	47	51
Other Electricity		2 8	36	4 8	59	74	79
Air Conditioning		7	9	12	15	17	20
Water Heating	a. Natural Gas	11	14	1 8	23	2 8	30
	b. Electric	14	1 8	24	29	36	39
	c. Bottle Gas	23	29	39	49	60	65
	d. Oil	16	21	2 8	35	43	47
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

Single Family Detached

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	67	91	109	138	156	181
	b. Electric	69	93	111	140	158	184
	c. Bottle Gas	145	197	236	297	336	390
	d. Oil	116	157	188	237	268	311
Cooking	a. Natural Gas	8	11	14	18	22	24
	b. Electric	8	10	14	17	21	23
	c. Bottle Gas	18	23	31	38	47	51
Other Electricity		28	36	48	59	74	79
Air Conditioning		12	15	20	25	30	34
Water Heating	a. Natural Gas	11	14	18	23	28	30
	b. Electric	14	18	24	29	36	39
	c. Bottle Gas	23	29	39	49	60	65
	d. Oil	16	21	28	35	43	47
Water							
Sewer							
Trash Collection							
Range/Microwave		3	3	4	4	4	4
Refrigerator		4	4	4	5	5	7
Other -- specify							

ATTACHMENT E: RAB LIST AND COMMENTS

RAB MEETING

A Resident Advisory Board meeting was held on March 17 2011. In attendance at these meetings were members of the RAB as well as LHA staff and Consultant Phillip Mayfield.

Phil Mayfield explained the following goals and objectives for the second Annual Plan (2010-2011):

Physical Facilities:

1. Develop new housing using Replacement Housing Funds, Section 32, Project Based Section 8 (set aside 24 additional vouchers)
2. Create 25 accessible units of LRPH as per agreement with HUD in connection with the Federalization of a State public housing project
3. Diminish the scattered site inventory by sale to tenants, disposition to investors or by demolition and replacement
4. Review the barriers to marketability in LRPH developments and develop a plan to improve them

Management Operations

1. Increase HCV Homeownership by 10%
2. Explore the use of multiple Payment Standard tiers for HCV to deconcentrate poverty
3. Create a higher functioning agency by
 - a. Increasing Communication making it more informed and more cohesive
 - b. Increase training such as providing REAC training for all staff and using local universities and other accredited agencies for focused staff training
 - c. Explore the use of six sigma in the agency
 - d. Develop objective staff assessment system
 - e. Conduct focused staff assessments with a view to making assignment changes for experience and in effect cross training and performance
4. Fine tune asset management so that it is more effective in practice
5. Improve MIS so that it supports better asset management by
 - a. Complete cleaning up data integrity through enforcement of quality data input and improved processing
 - b. Continue training including creating an IT lab
 - c. Improve the website
 - d. Improve network performance and eliminate system conflicts
 - e. Providing manuals for asset management and other functions

Client Services

1. Attract more service organizations to serve LHA clients
2. Provide more broadband service within elderly developments and connect to the University of Lowell
3. Identify more clients and recruit them for the HCV FSS program
4. Explore the expansion of FSS into public housing
5. Continue to add translated documents to the LEP library. Create a catalogue of these for access on line by staff and others
6. Review the lease and make revisions as appropriate
7. Expand the scope and number of enrichment programs, especially for public housing youth in the school system
8. Bring staff/contractor on board to work with clients who are mentally disabled/impaired
9. Establish an LHA broadcast network which would provide video information in common areas and potentially as an LHA channel through cable

Asset Management

1. Improve the capital planning process so that staff and residents are more meaningfully engaged
2. Continue the move of procurement to AMP level
3. Enhance the AMP based budgeting process
4. Develop marketing skills and procedures at the AMP level

Explanations were given concerning the change in scheduled capital improvements at Francis Gatehouse

Overall, residents had no major issues with the Plan and seem to be in agreement with the LHA's goals and objectives of the Annual plan. Meeting was adjourned.

PUBLIC HEARING

A public hearing was held at the Mercier Center in Lowell on July 13, 2011. During the public comment period and at the public hearing one comment was received.

Pam Miller, T.C. President at George Flanagan Development comment concerned the proposed lease change Page 5 Section C-4, which reads as follows:

(1) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change in family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

Ms. Miller felt that the LHA should allow adult children with families to move back into the unit.

Ms. Miller was advised] that the language the LHA used for this section comes from HUD and that the LHA will not change it.

RAB MEMBERSHIP LIST

Ms. Pamela Miller
20 Morse Street, Apt. #33
Lowell, Ma 01851

Ms. Michelle McAneney
50 Summer Street, Apt. #108
Lowell, Ma 01852

Ms. Rosalie Cullinane
735 Broadway Street, Apt. #B21
Lowell, Ma 01854

Mr. Andres Rivera
560 Market St. Apt. #356
Lowell, Ma 01854

Ms. Leoncia Melendez
40 Adams St. Apt. #13
Lowell, Ma 01854

Ms. Kimberly Sim
55 Avenue C #24
Lowell, Ma 01851

Ms. Noemi Rivera
24 Avenue A
Lowell, Ma 01851

Ms. Ramona Gendron
183 Gorham St. Apt. #290
Lowell, Ma 01852

Mr. William McCarthy
65 Summer St. Apt. #137
Lowell, Ma 01852

Ms. Shirley Dufresne
117 High St. Apt. #204W
Lowell, Ma 01852

Ms. Susan Sheehan
117 High St. Apt. #304W
Lowell, Ma 01852

Ms. Margaret Gaudet
117 High St. Apt. #B2W
Lowell, Ma 01852

Mr. Mark H. Palo
657 Merrimack St. Apt. #105
Lowell, Ma 01854

Mr. Ronald McMaster
657 Merrimack St. Apt. #205
Lowell, Ma 01854

Ms. Katherine Gannon
657 Merrimack St. Apt. #424
Lowell, Ma 01854

Ms. Ruth Grout
735 Broadway St. Apt. #H211
Lowell, Ma 01854

Faye Roberts
735 Broadway St. Apt. #201

Lowell, Ma 01854

Jose Rodriguez
318 Suffolk St. #424
Lowell, Ma 01854

Ray Caunter
117 High St. Apt. #403-E
Lowell, Ma 01852

ATTACHMENT F: CFP ANNUAL STATEMENT

Following are the Annual Statements for the CFP program, CDBG-R and ARRA Programs for Program Years still open. Each Statement is numbered separately.

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 3/31/2014

Part I: Summary					
PHA Name: Lowell Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA06P00150111 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2011 FFY of Grant Approval pending	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	22,999			
3	1408 Management Improvements	250,000			
4	1410 Administration (may not exceed 10% of line 21)	317,112			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	200,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	492,642			
10	1460 Dwelling Structures	1,633,359			
11	1465.1 Dwelling Equipment—Nonexpendable	50,000			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	200,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	5,000			
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 3/31/2014

Part I: Summary					
PHA Name: Lowell Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA06P00150111 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2011 FFY of Grant Approval: pending			
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	3,171,112			
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 <i>Amy K. Wallace</i>			Date 04/07/2011		Signature of Public Housing Director
					Date

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

Part II: Supporting Pages								
PHA Name: Lowell Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06P00150111 CFFP (Yes/ No): No Replacement Housing Factor Grant 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	
PHA Wide	Operations	1406	1641	22,999				
PHA Wide	Management Improvements	1408	1641	250,000				
PHA Wide	Administration	1410	1641	317,112				
PHA Wide	Fees and Costs	1430	1641	200,000				
AMP 1	Site Improvements	1450	524	123,161				
AMP 2	Site Improvements	1450	300	123,161				
AMP 3	Site Improvements	1450	426	123,160				
AMP 4	Site Improvements	1450	391	123,160				
AMP 1	NCV Rehab	1460	330	985,000				
AMP 2	Kitchen and Bath Rehab	1460	166	200,000				
AMP 4	Kitchen and Bath Rehab	1460	90	438,359				
PHA Wide	Non Routine Vacancy Prep	1460	1641	5,000				
PHA Wide	Non Routine PM Repairs	1460	1641	5,000				
PHA Wide	Appliances	1465.1	1641	50,000				
AMP 3	Elevator Upgrade	1475	399	200,000				
PHA Wide	Relocation	1495.1	1641	5,000				

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.

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 3/31/2014

Part I: Summary					
PHA Name: Lowell Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06P00150110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2010 FFY of Grant Approval
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2011 <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
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	23,000	23,000	23,000	23,000
3	1408 Management Improvements	200,000	36,190	36,190	0
4	1410 Administration (may not exceed 10% of line 21)	317,111	317,112	317,112	121,594
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	175,000	100,000	12,955	12,955
8	1440 Site Acquisition				
9	1450 Site Improvement	492,642	250,000	1,210	1,210
10	1460 Dwelling Structures	1,633,383	2,244,810	1,154,810	961,473
11	1465.1 Dwelling Equipment—Nonexpendable	5,000			
12	1470 Non-dwelling Structures	317,976	200,000		
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	5,000			
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 3/31/2014

Part I: Summary					
PHA Name: Lowell Housing Authority	Grant Type and Number Capital Fund Program Grant No: MA06P00150110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2010 FFY of Grant Approval: 7/15/2010			
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2011		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost¹	
		Original	Revised²	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)	3,171,112	3,171,112	1,545,277	1,120,232
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 <i>Amy K. Wallace</i> Date 04/07/2011			Signature of Public Housing Director Date		

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

Part II: Supporting Pages								
PHA Name: Lowell Housing Authority		Grant Type and Number Capital Fund Program Grant No: MA06P00150110 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Operations	1406	1641	23,000	23,000	23,000	23,000	Complete
PHA Wide	Management Improvements	1408	1641	200,000	36,190	36,190	0	In Progress
PHA Wide	Administration	1410	1641	317,111	317,112	317,112	121,594	In Progress
PHA Wide	Fees and Costs	1430	1641	175,000	100,000	12,955	12,955	In Progress
AMP 1	Site Improvements	1450	524	123,161	250,000	1,210	1,210	In Progress
AMP 2	Site Improvements	1450	300	123,161	0			
AMP 3	Site Improvements	1450	426	123,160	0			
AMP 4	Site Improvements	1450	391	123,160	0			
AMP 1	Roof Drainage	1460	524	0	90,000	0	0	
AMP 1	NCV Unit Rehab	1460	330	985,000	1,100,000	1,100,000	906,663	In Progress
AMP 2	Rehab of Kitchens and Baths	1460	166	638,383	300,000	0	0	
AMP 2	Water Infiltration – Bldg Rehab	1460	26	0	700,000	0	0	
AMP 3	Window Replacement	1460	399	0	20,879	20,879	20,879	Complete
AMP 4	Handicap Unit Conversion	1460	1	0	33,931	33,931	33,931	Complete
PHA Wide	Non Routine Vacancy Prep	1460	1641	5,000	0			
PHA Wide	Non Routine Preventative Maint	1460	1641	5,000	0			
PHA Wide	Dwelling Equipment	1465.1	1641	5,000	0			
PHA Wide	Relocation	1495.1	1641	5,000	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.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Lowell Housing Authority				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1 – all	7/15/12	7/15/12	7/15/14	7/15/14	
AMP 2 – all	7/15/12	7/15/12	7/15/14	7/15/14	
AMP 3 – all	7/15/12	7/15/12	7/15/14	7/15/14	
AMP 4 – all	7/15/12	7/15/12	7/15/14	7/15/14	

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

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226 Expires 3/31/2014

Part I: Summary		
PHA Name: Lowell Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MA06R00150110 Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval: 2010

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 3/31/11 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴	34,788		0	0

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 3/31/2014

Part I: Summary						
PHA Name: Lowell Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MA06R00150110 Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval: 2010	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/11 <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)	34,788		0	0	
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 <i>Jerry K. Wallace</i>			Date 04/07/2011		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.

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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

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Part I: Summary		
PHA Name: Lowell Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MA06R00150110 Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval: 2010

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 3/31/11 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴	34,788		0	0

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 3/31/2014

Part I: Summary						
PHA Name: Lowell Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MA06R00150110 Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval: 2010	
Type of Grant						
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/11 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost¹		
		Original	Revised²	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)	34,788		0	0	
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 <i>Jerry K. Wallace</i>			Date 04/07/2011	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.

ATTACHMENT G: CFP FIVE YEAR PLAN

Following is the 5 Year CFP program for 2011-2015.

PART I: SUMMARY						
PHA Name/Number LOWELL HOUSING AUTHORITY		Locality (City/County & State)			<input 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	1,892,618 1460	2,199,025 1460,1465.1	1,883,000 1460, 1465.1	1,500,001 1460, 1465.1
C.	Management Improvements		250,000 1408	200,000 1408	200,000 1408	200,000 14
D.	PHA-Wide Non-dwelling Structures and Equipment		100,000 1475	0 1475	200,000 1475.1	348,000 1470, 14
E.	ADMINISTRATION		317,111 1410	317,111 1410	317,111 1410	317,111 14
F.	Other		585,000 1430,1450,1495.1	439,976 1430,1450,1495.1	560,000 1450,1430,1495.1	656,000 1430, 1450, 1495.1
G.	Operations		26,383 1406	15,000 1406	11,001 1406	150,000 14
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		3,171,112	3,171,112	3,171,112	3,171,112
L.	Total Non-CFP Funds					
M.	Grand Total					

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 2012 FFY 2012			Work Statement for Year: 2013 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP-1-NORTH COMMON VILLAGE REHAB OF UNITS 1460 MA1-1	330	985,000	AMP-1NORTH COMMON VILLAGE REHAB UNITS IN WALKUP BUILDINGS 1460 MA MA 1-1	330	985,000
	AMP-1-NORTH COMMON VILLAGE ROOF REPAIRS 1460 MA1-1	330	125,000	AMP-2-GEORGE FLANAGAN REHAB UNITS KIT. AND BATHS 1460 MA 1-2	166	400,00
	AMP-1-NORTH COMMON VILLAGE UNIT CONVERSION FROM ONE BR. TO TWO BR. 1460 MA 1-1	28	122,618	AMP-3-BISHOP MARKHAM VILLAGE REPLACE ROOFS 1460 MA 1-3	399	100,000
	AMP-2-GEORGE FLANAGAN STORM DOOR REPLACEMENT 1460 MA 1-2	166	100,000	AMP-3-BISHOP MARKHAM VILLAGE COMMON AREA HALLWAYS 1460 MA 1-3	399	83,000
	AMP-2-GEORGE FLANAGAN REHAB OF KIT. AND BATHS 1460 MA 1-2	166	360,000	AMP-4-FATHER NORTON MANOR APT. DOORS 1460 MA 1-5	112	200,000
	AMP-3-FAULKNER ST.- WINDOW REPLACEMENT MA.1-4 -1460	28	100,000	AMP-4-FATHER NORTON MANOR PORCHES 1460 MA 1-5	112	350,000

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

Work Statement for Year 1 FFY _____ _2010_____	Work Statement for Year 2012 _____ FFY 2012			Work Statement for Year: 2013 _____ FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP-4-FRANCIS GATEHOUSE HALLWAY CARPETS MA 1-11 1460	90	100,000	AMP-4-DEWEY ARCHAMBAULT TOWERS- HALL CARPETS 1460 MA 1-6	189	75,000
	AMP-4-FATHER NORTON MANOR,DEWEY ARCHAMBAULT TOWERS,FRANCIS GATEHOUSE- SITE IMPROVEMENTS DRIVEWAYS,WALKS LANDSCAPING, 1450	391	50,000	AMP-1-NORTH COMMON VILLAGE SITE WORK DRIVEWAYS,WALKS FENCEING,STEPS 1450 MA 1-1	524	50,000
	AMP-2-GEORGE FLANAGAN REPLACE ELECTRICAL TRANSFORMERS MA1-2- 1475	166	100,000	AMP-2-GEORGE FLANAGAN, TEMPLE ST,MA.-1-12 AND MA.-1-14- SITE WORK DRIVEWAYS,WALKS STEPS,FENCEING 1450 MA 1-2	300	129,976
	AMP -2-GEORGE FLANAGAN, TEMPLE ST.,MA 1-12 AND MA 1-14 SITE IMPROVEMENTS DRIVEWAYS, WALKS, LANDSCAPING - 1450	300	125,000	AMP-3-BISHOP MARKHAM VILLAGE,FAULKNER ST.- SITE WORK DRIVEWAYS,WALKS STEPS,FENCEING 1450 MA 1-3	426	40,000

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

Work Statement for Year 1 FFY _____ _2010_____	Work Statement for Year 2012 _____ FFY 2012			Work Statement for Year: 2013 _____ FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP-1-NORTH COMMON VILLAGE-SITE IMPROVEMENTS DRIVEWAY, WALKS, LANDSCAPING - 1450	524	225,000	AMP-4-FATHER NORTON MANOR,DEWEY ARCHAMBAULT TOWERS,FRANCIS GATEHOUSE- SITE WORK DRIVEWAYS,WALKS STEPS,FENCEING 1450	391	135,000
	AMP-3-BISHOP MARKHAVE VILLAGE, FAULKNER ST., SITE IMPROVEMENTS – DRIVEWAYS, WALKS, LANDSCAPING - 1450	426	50,000	AMP 1, 2, 3, AND 4 DWELLING EQUIPMENT 1465.1 Ref., washers,dryers, air conditioners	1641	6,025
	Subtotal of Estimated Cost		\$2,376,001	Subtotal of Estimated Cost		\$2,554,001

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

Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY2014			Work Statement for Year: _____ FFY2015		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
[REDACTED]				[REDACTED]		
[REDACTED]	AMP-1-NORTH COMMON VILLAGE REHAB UNITS IN WALKUP BUILDINGS 1460 MA 1-1	330	985,000	AMP 1-NORTH COMMON VILLAGE REHAB UNITS IN WALK UP BUILDINGS - MA 1-1 1460	330	985,000
[REDACTED]						
[REDACTED]	AMP-2-GEORGE FLANAGAN- REHAB UNITS KIT.AND BATHS 1460 MA 1-2	116	400,000	AMP 1-NORTH COMMON VILLAGE ROOF REPAIR – MA 1-1 - 1460	330	150,001
[REDACTED]	AMP-2-TEMPLE ST-SIDING REPAIRS TO DUE TO DESIGN FLAWS 1460 MA 1-7	26	83,000	AMP 1- NORTH COMMON VILLAGE – SITE IMPROVEMENT 1450	524	196,000
[REDACTED]	AMP-1,2,3 and 4- HANDICAPPED CONVERSION OF UNITS-TOTAL OF 25	1698	100,000	AMP 2 – MA 1-2, 1-7, 1-12, 1-14 DRIVEWAYS, WALKS, STEPS, FENCING - 1450	300	125,000
[REDACTED]	AMP-4-FRANCIS GATEHOUSE KIT. AND BATH REHAB 1460 MA 1-11	90	300,000	AMP 2 – MA -12/1-14 BOILER REPLACEMENT - 1475	105	148,000
[REDACTED]	HA-WIDE NON-ROUNTINE VACANCY PREP 1460	1641	5,000	AMP 3 – BISHOP MARKEM VILLAGE, MA 1-3, ELEVATOR UPGRADE - 1470	399	200,000

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

Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY2014			Work Statement for Year: _____ FFY2015		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	HA-WIDE NON-ROUTINE PM 1460	1641	5,000	AMP 3 – BISHOP MARKEM VILLAGE, MA 1-3, ROOF REPLACEMENT - 1460	399	150,000
	AMP-1-NORTH COMMON VILLAGE SITE WORK DRIVEWAYS, WALKS, LANDSCAPING – 1450 MA 1-1	524	100,000	AMP 3 – BISHOP MARKEM VILLAGE, MA 1-3 SITE IMPROVEMENTS 1450	399	100,000
	AMP-2-GEORGE FLANAGAN, TEMPLE ST, MA.1-12 AND MA.1-14 SITE WORK DRIVEWAYS, WALKS LANDSCAPING 1450 MA 1-2, 1-7, 1-12, 1-14	300	85,000	AMPS 1, 2, 3, 4, HANDICAP CONVERSION UNITS TOTAL OF 25 - 1460	1698	50,000
	AMP-3-BISHOP MARKHAM VILLAGE, FAULKNER ST. - SITE WORK DRIVEWAYS, WALKS LANDSCAPING 1450 MA 1-3	426	80,000	AMP 4 – MA 1-5, MA 1-6, MA 1-11, FATHER MORRISSETTE MANOR, SITE IMPROVEMENTS, DRIVEWAYS, WALKS, STEPS, FENCING - 1450	448	100,000

**ATTACHMENT H: PROPOSED PLAN FOR DISPOSITION AND
DEVELOPMENT OF LOW RENT PUBLIC HOUSING**

The Lowell Housing Authority has been planning for and intends to dispose of certain scattered site low rent public housing. These will be replaced using a combination of

1. New public housing units which will be fully accessible and located on a site owned by the LHA adjacent to the Mercier Center on Merrimack Street, Lowell;
2. Possible acquisition of condominium units located in low poverty and low minority census tracts;
3. Possible use and or acquisition of other properties in Lowell; and
4. The use of HCV TBA or PBA.

ATTACHMENT I: VAWA

7. Termination of Lease¹

D. In accordance with VAWA 2005 (Pub. L. 109-162, 119 Stat. 2960) the LHA lease allows for exception to the federal one-strike criminal activity eviction rule for Residents who are victims of domestic violence, dating violence, or stalking. VAWA explicitly provides that an incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease or good cause for terminating the assistance, tenancy, or occupancy rights of the- victim. VAWA also provides that criminal activity directly relating to domestic violence, dating violence, or stalking does not constitute grounds for terminating tenancy. The LHA may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a lawful occupant, to remain.

¹ On December 13, 2006 this Lease Addendum was approved by the LHA Board of Commissioners.

ATTACHMENT J

Attachment J1: Amendments To The Low-Rent Public Housing Administrative Plan [Acop] And The Housing Choice Voucher Administrative Plan

Based upon a directive from the FHEO division of HUD, the Lowell Housing Authority is amending its ACOP and HCV Administrative Plan. The FHEO office has determined that the LHA cannot define a “working person”. Therefore the LHA is eliminating the working preference definition as follows:

LOW-RENT PUBLIC HOUSING ADMINISTRATIVE PLAN [ACOP]

Original wording:

4.1. SELECTION

Families are selected from the waiting list according to the policies provided in this chapter. **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.

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 PBI A 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.

LHA Policy

The need for public housing in Lowell 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 to those most in need and reflecting the priorities of the Lowell Housing Authority through the local preferences described below.

Local Preferences

- Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire or by government action.*
- Working head of household or working spouse (v/ho has averaged 20 hours of work a week for at least six months), or a person 62 years old or older or a person unable to work because of the extent of their disability.*
- A legal resident of Lowell or a person working in Lowell an average of 20 hours a week or more or a person with a job offer to work in Lowell with a minimum of 20 hours a week of work.*
- A veteran as verified by the Department of Veteran Affairs*
 - Households which contribute to meeting household goals (broad range of incomes)*

- *Households which- contribute to meeting income requirements (targeting)*
- *Residents required to move because of capital improvements.*
- *Residents of Julian Steele Apartments*

Ranking Preferences

Priority 1 Involuntarily displaced from a dwelling unit in the municipality of Lowell including victims of domestic violence who have been relocated as verified by police.

Priority 2 Working head of household or working spouse (who has averaged 20 hours of work a week for at least six months), or person 62 years old or older or a person unable to work because of the extent of their disability.

Priority 3 A legal resident of Lowell or a person working In Lowell an average of 20 hours a week or more or a person with a job offer to work in Lowell with a minimum of 20 hours a week of work.

Priority 4 A Veteran as verified by the Department of Veteran Affairs.

Priority 5 Households which contribute to meeting income goals (broad range of incomes). Households which contribute to meeting income requirements (targeting). Residents required to move because of modernization. Residents of Julian Steele Apartments

Preferences are assigned using a 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 of date and time of the application.

The weighting table is:

#	Preference	Weight
1	Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire, by unwarranted landlord action and by government action, including capital programs of the LHA.	200
	Working head of household or working spouse (who has averaged 20 hours of work a week for at least six months), or a person 62 years old or older or a person unable to work because of the extent of their disability	185
3	A legal resident of Lowell or a person working in Lowell an average of 20 hours a week or more or a person with a job offer to work in Lowell with a minimum of 20 hours a week of work.	130
4	A victim of domestic violence who has been relocated and as verified by the police	81
5	A veteran as verified by the Department of Veteran Affairs	4
	Total Preference Points Possible	600

New Wording:

4.1. SELECTION

Families are selected from the waiting list according to the policies provided in this chapter. **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.

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.

LHA Policy

The need for public housing in Lowell 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 to those most in need and reflecting the priorities of the Lowell Housing Authority through the local preferences described below.

Local Preferences

- *Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire or by government action.*
- *Working head of household or working spouse, or a person 62 years old or older or a person unable to work because of the extent of their disability.*
- *A legal resident of Lowell or a person working in Lowell an average of 20 hours a week or more or a person with a job offer to work in Lowell with a minimum of 20 hours a week of work.*
- *A veteran as verified by the Department of Veteran Affairs*
- *Households which contribute to meeting household goals (broad range of incomes)*
- *Households which- contribute to meeting income requirements*
 - *(targeting)*
 - *Residents required to move because of capital improvements.*
 - *Residents of Julian Steele Apartments*

Ranking Preferences

Priority 1 *Involuntarily displaced from a dwelling unit in the municipality of Lowell including victims of domestic violence who have been relocated as verified by police.*

Priority 2 Working head of household or working spouse, or person 62 years old or older or a person unable to work because of the extent of their disability.

Priority 3 A legal resident of Lowell or a person working In Lowell or a person with a job offer to work in Lowell .

Priority 4 A Veteran as verified by the Department of Veteran Affairs.

Priority 5 Households which contribute to meeting income goals (broad range of incomes). Households which contribute to meeting income requirements (targeting). Residents required to move because of modernization. Residents of Julian Steele Apartments

Preferences are assigned using a 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 of date and time of the application.

The weighting table is:

#	Preference	Weight
1	Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire, by unwarranted landlord action and by government action, including capital programs of the LHA.	200
	Working head of household or working spouse, or a person 62 years old or older or a person unable to work because of the extent of their disability	185
3	A legal resident of Lowell or a person working in Lowell or a person with a job offer to work in Lowell.	130
4	A victim of domestic violence who has been relocated and as verified by the police	81
5	A veteran as verified by the Department of Veteran Affairs	4
	Total Preference Points Possible	600

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

Original wording:

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 [982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that 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 that can be documented by generally accepted data sources.

PHA Policy

The need for tenant-based rental assistance in Lowell exceeds the availability of funds for this purpose, and a housing choice voucher is a scarce resource which is in great demand. For the purpose of ordering the issuance of housing choice vouchers to those most in need and reflecting the priorities of the Lowell Housing Authority, the local preferences described below are established.

Local Preferences

- Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire or by government action.
- Working head of household or working spouse (who has averaged 20 hours of work a week for at least six months), or a person 62 years old or older or a person unable to work because of the extent of their disability.
- A legal resident of Lowell or a person working in Lowell an average of 20 hours a week or more or a person with a job offer to work in Lowell with a minimum of 20 hours a week of work.
- A veteran as verified by the Department of Veteran Affairs
- Households that contribute to meeting household goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Residents required to move because of modernization.

Ranking Preference

Priority 1 Involuntarily displaced from a dwelling unit in the municipality of Lowell including victims of domestic violence who have been relocated as verified by police.

OR

Households which reside in the city of Lowell and participate in a non-federal housing rental subsidy program whom are at risk of displacement due to changes in the affordability requirements, administrative delivery system, or level of subsidy available for specific programs.

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The weighting table is:

#	Preference	Weight
1	Involuntarily displaced from a dwelling unit in the municipality of Lowell by natural disaster, by fire, by unwarranted landlord action and by government action, including capitol programs of the LHA. OR Households which reside in the city of Lowell and participate in nonfederal housing rental subsidy programs whom are at risk of displacement due to changes in the affordability requirements, administrative delivery system or level of subsidy available for specific programs.	200
2	Working head of household or working spouse (who has averaged 20 hours of work a week for at least six months), or a person 62 years old or older or a person unable to work because of the extent of their disability	185
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New Wording:

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Households which reside in the city of Lowell and participate in a non-federal housing rental subsidy program whom are at risk of displacement due to changes in the affordability requirements, administrative delivery system, or level of subsidy available for specific programs.

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**LOWELL HOUSING AUTHORITY
RESIDENTIAL LEASE AGREEMENT
PART I**

WHEREAS, this lease agreement is established in accordance with the terms and conditions set forth in the Administrative Plan for the Low Rent Public Housing Program. This Lease further complies with all Resident Policies as established by the Lowell Housing Authority.

THIS LEASE AGREEMENT (called “Lease”) is between the Lowell Housing Authority (Called “LHA”) and Tenant named in Part II of this lease.

I. DESCRIPTION OF PARTIES AND PREMISES:

- (a) LHA, using data provided by Tenant about income, family composition and needs, leases to Tenant, the property (Called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of this Lease. The LHA may, by prior written approval, consent to Tenant’s use of the unit for legal profit-making activities subject to the LHA’s policy on such activities.
- (c) Any additions to the household members named on the Lease, including live-in Aides and foster children, **but excluding natural births, adoptions, and court awarded custody**, require the advance written approval of the LHA. Such approval will be granted only if the new family members pass LHA’s screening criteria and a unit of the appropriate size is available. Permission to add live-in aides (as defined in the Administrative Plan for Low Rent Public Housing Program) and foster children will not be unreasonably refused. Tenant agrees to wait for LHA approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a violation of the material terms of the Lease, for which the LHA may terminate the Lease in accordance with Section XIII.
- (d) Tenant shall report deletions (for any reason) from the household members named in the Lease to the LHA in writing, within 10 days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIII, this Lease shall automatically be renewed for successive terms of one calendar year.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the LHA in accordance with Section VI herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the LHA in compliance with HUD regulations and requirements and in accordance with LHA's Administrative Plan for the Low Rent Public Housing Program.

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities and includes all maintenance services due to normal wear and tear.

When LHA makes any change in the amount of Total Tenant Payment of Tenant Rent, LHA shall give written notice to Tenant. The notice shall state the new amount and the date on which the new amount is applicable. Rent determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by LHA. If Tenant asks for an explanation, LHA shall respond in a reasonable time.

- (c) The Lowell Housing Authority reserves the right to compel residents who are consistently late in rental payments, to enroll in a direct deduction program established for this purpose.

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

- (a) **Maintenance costs** – The cost of services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or guests. When LHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service either in accordance with the Schedule of Maintenance Charges approved by the LHA or for work not listed on the Schedule of Maintenance Charges, based on the actual cost to the LHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) **Excess Utility Charges** – At developments where utilities are provided by the LHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) **Payment for Court and Moving Fees** – Fees may be imposed when court action is initiated for non-payment of rent or for moving fees when the court denies or reverses an opinion.

IV. Payment Location: Rent and other charges can be made at the Property Manager's Office located at _____. LHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

V. Utilities and Appliances

- (a) In Part II of this Lease, all LHA supplied utilities will be identified by an (X) next to the listed utility which include electricity, natural gas, heating fuel, water, sewer service and trash collection. LHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. As indicated by an (X) on Part II of the Lease Agreement,

LHA will provide a cooking range and refrigerator and in some cases washer and dryer units. Other major electrical appliances, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the LHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances.

- (b) Tenant Paid Utilities: If Tenant resides in a development where LHA does not supply electricity, natural gas, heating fuel, water, sewer services, or trash collection, an Allowance for Utilities will be provided, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, LHA will pay a utility reimbursement to Tenant each month.

LHA may change the Allowance at any time during the term of the Lease and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual bill is less than the Allowance for Utilities, Tenant shall receive the benefit of such savings.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the LHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of LHA, members of the household may engage in legal profit-making activities in the dwelling unit.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Property Manager, for an extension of this period.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and LHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease then; LHA will assist Tenant, or designated member(s) if Tenant family, to find more suitable housing and move Tenant from the dwelling unit. If there are

no family members who can or will take responsibility for moving Tenant, LHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission and recertification, all Tenants should identify the family member(s) to be contacted if they become unable to comply with the lease terms.

- (c) Redetermination of Rent, Dwelling Size and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- (1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.
 - (2) Tenant promises to supply LHA, when requested, with accurate information about family composition, age of family members, income and source of income of all family members, assets, community service activities and related information necessary to determine eligibility, annual income, adjusted income and rent. Failure to supply such information when requested is a serious violation in the terms of the Lease and LHA may terminate the Lease. All information must be verified. Tenant agrees to comply with LHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. LHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of the rent should be changed and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Administrative Plan for the Low Rent Public Housing Program, which is publicly posted in the Property Manager's Office. A copy of the policies can be furnished on request at the expense of the person making the request.
 - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of occurrence, until the next scheduled re-examination. (Failure to report within 10 days may result in a retro-active rent charge.)
 - (b) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, LHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (c) Rent formulas or procedures are changed by Federal law or regulation.
 - (d) The Family has an increase in annual income of more than \$200.00 Families are required to report any increase of \$200.00 or more in earned income, within 10 days

of the occurrence.

- (4) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change in family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

- (5) Rent Adjustments: Tenant will be notified in writing of any rent adjustments due to the situations described above; all notices will state the effective date of the rent adjustment.
- (a) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 - (b) In the case of a rent increase, when an increase in income is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
 - (c) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, LHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(6) Transfers

- (a) Tenant agrees that if LHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, LHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (b) LHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
- (c) If a Tenant makes a written request for special unit features in support of a documented disability, LHA shall modify Tenant's existing unit. If the cost or extent of the modifications needed are tantamount to those required for a fully accessible unit, LHA may transfer Tenant to another unit with features requested at LHA's expense.
- (d) A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
- (e) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the LHA. Tenant shall be given ten (10) days time in which to move following delivery of a transfer notice. If Tenant refuses to move, LHA may terminate the Lease.

- (f) Involuntary transfers are subject to the Grievance Procedure, and no such transfer may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (g) LHA will consider any Tenant requests for transfer in accordance with the transfer priorities established in the Administrative Plan for the Low Rent Public Housing Program.

LHA Obligations - LHA shall be obligated:

- (d) To maintain the dwelling unit and the project in decent, safe and sanitary condition.
- (e) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (f) To make necessary repairs to the dwelling unit.
- (g) To keep project building, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
- (h) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the LHA.
- (i) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by the Lease.
- (j) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (k) To notify Tenant of the specific grounds for any proposed adverse action by the LHA (such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When LHA is required to afford Tenant the opportunity for a hearing under the LHA grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that is in compliance with HUD regulations shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed lease termination, LHA shall not take the proposed action until time to request such hearing has expired or (if hearing was timely requested) the grievance process has been completed.

VIII. Tenant Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) Not to give accommodation to long term boarders or lodgers. Tenant further agrees not to accommodate a long term guest (in excess of 14 days within a calendar year) without the advance written consent of the LHA.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the LHA's Occupancy Standards, and so long as LHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by LHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in a project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (g) To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the LHA or the City of Lowell. To refrain from, or cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- (i) To refrain from, and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 - 2. Be conducive to maintaining all LHA projects in a decent, safe and sanitary condition.
- (l) To assure that tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of LHA's public housing premises by other residents or employees of LHA, or;

2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of Tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, 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.)

Violations listed under (l) above may be subject to the One Strike rule.

- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliance without written consent of LHA. To make no changes to locks or install new locks on exterior doors without LHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers expected) without authorization by LHA.
- (n) To give prompt prior notice to LHA of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and LHA staff. To refrain from and cause member of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and LHA staff.
- (p) Not to display, use or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Massachusetts anywhere on the property of LHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by LHA with the written approval of LHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of LHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the LHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from LHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by LHA. Any inoperable or unlicensed vehicle as described above will be removed from LHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on LHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by LHA. Costs for storage and disposal shall be assessed against the former tenant.

- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) 1. Not to commit any fraud in connection with any Federal housing assistance program, and
2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of _____ the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the LHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

IX. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

LHA Responsibilities:

- (a) LHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) LHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. LHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by LHA.
- (d) In the event LHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If LHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by LHA, during the time in which the defect remains uncorrected.

X. Move-in and Move-out Inspections

- (a) Move-in Inspection: LHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. LHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by LHA and Tenant and a copy of the statement retained in Tenant's folder. LHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection: LHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to LHA.

XI. Entry of Premises During Tenancy

- (a) Tenant Responsibilities:
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of LHA will be permitted to enter Tenant's dwelling during reasonable hours (8:30 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
 - 2. When Tenant calls to request maintenance on the unit, LHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when LHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) LHA's Responsibilities:
 - (1) LHA shall give Tenant at least 48 hours written notice that LHA intends to enter the unit. LHA may enter only at reasonable times.
 - (2) LHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 - (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, LHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XII. Notice Procedures

- (a) Tenant Responsibility: Any notice to LHA must be in writing, delivered to the Property Manager's Office or to LHA's central office, or sent by prepaid first-class mail, properly addressed.
- (b) LHA Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.

- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

XIII. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by LHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section VIII above, or for other good cause. Such serious or repeated violation of terms **shall include but not limited to:**
 - (1) The failure to pay rent or other payments when due;
 - (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of family income, assets, or composition;
 - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations.
 - (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 - (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of LHA's public housing premises by other residents, or any drug-related criminal activity.
 - (8) Offensive weapons or illegal drugs seized in a LHA unit by a law enforcement officer;
 - (9) Any fire on LHA premises caused by carelessness or unattended cooking or use of candles
- (b) LHA shall give written notice of the proposed termination of the Lease of:
 - (1) 14 days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or LHA staff is threatened;
 - (3) 30 days in any other case.
- (c) The notice of termination:
 - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine LHA documents directly relevant to the termination or eviction.

- (2) When LHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with LHA's grievance procedures.
- (3) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
- (4) When LHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under LHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
- (5) When LHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and LHA has decided to exclude such grievance for LHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by LHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.
- (6) LHA may evict Tenant from the unit only by bringing a court action.
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice.
- (e) In deciding to evict for criminal activity, LHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, LHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. LHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (f) In accordance with VAWA 2005 (Pub. L. 109-162, 119 Stat.2960) this lease allows for exception to the federal one-strike criminal activity eviction rule for Residents who are victims of domestic violence, dating violence, or stalking. VAWA explicitly provides that an incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease or good cause for terminating the assistance, tenancy, or occupancy rights of the victim. VAWA also provides that criminal activity directly relating to domestic violence, dating violence, or stalking does not constitute grounds for terminating tenancy. The LHA may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a lawful occupant, to remain.
- (g) When a LHA evicts a Tenant from a dwelling unit for criminal activity LHA shall notify the local post office serving that dwelling unit that such individual or family is no longer

residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XIV. Waiver: No delay or failure by LHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XV. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by LHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) LHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. LHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, LHA will notify Tenant in writing if he/she fails to comply with the standards. LHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, LHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms. Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.
- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards, that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**
- (c) Housekeeping Standards: Inside the Apartment

General:

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9)
- (10) Entire unit should be free of rodent or insect infestation.

Kitchen:

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should

be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas:

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

**LOWELL HOUSING AUTHORITY
RESIDENTIAL LEASE AGREEMENT
PART II**

This Agreement is executed between the Lowell Housing Authority (herein called "LHA"), and _____ (herein called the "Tenant"), and becomes effective as of this date _____.

1. **Unit:** That the LHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit located at _____ (and hereinafter called the "premises") to be occupied exclusively as a private resident by Tenant and household. The Tenant Unit Number is _____.
2. **Household Composition:** The Tenant's household is composed of the individuals listed below. (other than the Head or Spouse each household member should be listed by age, oldest to youngest). All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birthdate	Social Security #
1.	Head	___ / ___ / ___	- -
2.		___ / ___ / ___	- -
3.		___ / ___ / ___	- -
4.		___ / ___ / ___	- -
5.		___ / ___ / ___	- -
6.		___ / ___ / ___	- -
7.		___ / ___ / ___	- -
8.		___ / ___ / ___	- -

3. **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.
4. **Rent:** Initial rent (prorated for partial month) shall be \$ _____ and, if applicable, the Tenant shall receive the benefit of _____ from LHA for Utility Reimbursement (for partial month).

Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$ _____ per month (if applicable) shall be paid to the Tenant.

This is the flat rent for the Premises. This rent is based on the income and other information reported by the Resident.

5. **Utilities and Appliances:** LHA-Supplied Utilities. If indicated by an (X) below, LHA provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Heating Fuel Water Sewerage Other

6. If indicated by an (X) below, LHA shall provide the following appliances for the premises:
Cooking Range Refrigerator Washer/Dryer

7. **Utility Allowances:** Tenant-Paid Utilities. If indicated by an (X) below, LHA shall provided Tenant with a Utility Allowance in the monthly amount totaling for the following utilities paid directly by the Tenant to the Utility supplier:

Electricity Gas Heat Water Sewerage Trash removal Tenant-supplied cooking range
Tenant-supplied refrigerator

8. **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional annual charge of \$_____ will be payable for air conditioner/s in the premises.

9. **Lead Safety:** The LHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

10. **Execution:** By Tenant’s signature below, Tenant and household agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT	DATE:
CO-TENANT	DATE:
CO-TENANT _____	DATE: _____
MANAGER _____	DATE: _____
WITNESS _____	DATE: _____

TENANT’S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to LHA before execution of the lease, or before LHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to LHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS

If indicated by an (X) below, LHA has provided the tenant with the following attachments and information:

Part I of this Lease
Lead Paint Booklet/Addendum
Reasonable Accommodation Request Form
Emergency Contract Form
Air Conditioner Policy & Certification
Community Service Policy & Certification
Grievance Procedure
Maintenance Charges & Certification
Pest Policy & Certification
Pet Policy & Certification
Heat & Smoke Detector & Carbon Monoxide Detector Information
Fence Policy & Certification
Resident Use of Property
Fair Housing – Equal Opportunity for All
Things You Should Know
Other: _____

ATTACHMENT K: CIVIL RIGHTS STATEMENT

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

1. The LHA provides information at Voucher Issuance to all participants on how to file a Fair Housing Complaint with handouts.
2. It conducts HCV landlord Informational Sessions as needed to promote and explain the program.
3. It monitors income deconcentration by development annually and where necessary, implements income skipping measures.
4. Promoted asset development of voucher participants by implementing Family Self Sufficiency Program, which can be used for homeownership.
5. Employment opportunities advertised in accordance with Equal Employment Opportunity
6. Advertised for housing applicants in accordance with Affirmative Fair Housing Marketing Plan.
7. To improve public housing quality, maintain implementation schedule for capital fund program.
8. To assist as many families as possible with the high cost of housing, had 98% lease-up rate for housing choice voucher program as of 9/30/2009.
9. To promote a safe living environment for all public housing families, continued applicant CORI and Triple I criminal background checks.
10. Continued to provide translators as necessary and translated numerous LHA documents in Spanish and Khmer.
11. Advise clients of Real Estate offices that have been helpful to Voucher holders.
12. Revised procedures including admissions screening and predetermination to protect victims of Domestic Violence in accordance with HUD regulations.
13. It continued the development of affordable housing to increase supply of affordable homeownership.

RESOURCE CONSTRAINTS

At this time, the LHA does not have resource constraints in terms of addressing fair housing issues within its programs. However, for some of the initiatives it is pursuing in conjunction with the City of Lowell (see below), it does need additional resources.

WORKS WITH THE LOCAL JURISDICTION INITIATIVES

1. It implemented the Voucher Homeownership Program to help participants address the high cost of housing.
2. To help HCV program participants accumulate assets for homeownership or other long term goals applied for Housing Choice Voucher Family Self Sufficiency Program since 2005 until present.
3. To help Public Housing residents accumulate assets for homeownership other long term goals applied for Public Housing Family Self Sufficiency Program since 2006 until present.
4. To increase the earning potential and further homeownership accessibility of low income students, LHA works with the non-profit, private and foundation sectors to award college scholarships.
5. The LHA provides specific counseling of applicants being issued vouchers about the need to look for housing in low poverty census tracts.
6. The LHA is in the midst of a program to develop 25 additional accessible units through conversion of some existing units and through development of new units.
7. The LHA conducts stringent checks on Lead Based Paint in units offered to HCV applicants.
- 8.

ATTACHMENT L: CERTIFICATIONS

Attached but also mailed separately

Lowell Housing Authority



350 Moody Street • PO Box 60 • Lowell, Massachusetts 01853-0060 • (978) 937-3500
Fax: (978) 937-5758 • TDD: 1-800-545-1833 Ext. 178 • www.lhma.org

Dr. Gary K. Wallace
Executive Director

Mark A. Paton
Chairman
Rosaline Willie-Bonglo
Vice Chairperson
Walter J. Flynn, Jr.
Kristin J. Ross-Sitcawich
Michael G. Zaim
Commissioners

July 14, 2011

Ms. Donna J. Ayala, Director
Office of Public Housing - N.E. Region
Department of Housing and Urban Development
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 553
Boston, MA 02222-1092
Attn: Ms. Gail Wholey

Dear Ms. Ayala:

Please be advised, the Lowell Housing Authority's 2011 Annual Plan has been sent electronically via the HUD website on July 14, 2011.

In accordance with HUD's Notice PIH 99-51, please find enclosed the original signatures on the Certifications as required to be submitted to you via U.S. mail. These certifications include: HUD-50077, HUD-50077-SL, SF-LLL, HUD-50070, HUD-50071, and HUD-50077-CR. In addition, please see enclosed Extract from Board of Commissioners meeting held July 13, 2011.

If you have any questions or require additional information, please do not hesitate to contact my office.

Sincerely,


Dr. Gary K. Wallace
Executive Director

GW/mb

"A STRONG COMMITMENT TO RESIDENT INITIATIVES"



EQUAL OPPORTUNITY

Lowell Housing Authority



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C E R T I F I C A T E

I, the undersigned, duly appointed, qualified and Secretary of the Lowell Housing Authority, do hereby certify:

THAT the attached extract from the minutes of a Regular Meeting of the members of the Lowell Housing Authority, held **on Wednesday, July 13, 2011**, is a true and correct copy of the original minutes of said meeting on file and of record, insofar as said original minutes relate to the matter set forth in said attached extract; and

THAT on the date of the meeting, each member present and voting was a resident of the City of Lowell, Massachusetts;

THAT notice of meeting was duly filed more than forty-eight hours prior thereto with the Clerk of the City of Lowell, Massachusetts, in accordance with the requirements of Section 23A, Chapter 39 of the General Laws, as amended. (Chapter 626, Acts 1958)

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Authority this 14th day of July 2011.


Secretary

SEAL

"A STRONG COMMITMENT TO RESIDENT INITIATIVES"



EQUAL OPPORTUNITY

**EXTRACT FROM THE MINUTES OF A REGULAR MEETING HELD
ON WEDNESDAY, JULY 13, 2011**

A **Regular Meeting** of the members of the Lowell Housing Authority was held on this date, **Wednesday, July 13, 2011**, in the Armand P. Mercier Multi-Service Center Conference Room, 21 Salem Street, Lowell, Massachusetts. The meeting was called to order at **5:00 P.M.** by Chairman Mark A. Paton.

Upon direction of the Chairman, the Secretary called the roll of membership, which resulted as follows:

Present: Mr. Zaim, Mr. Flynn, Mr. Paton, Mrs. Ross-Sitcawich, Mrs. Willie-Bonglo

Absent: None

The Chairman declared a quorum present and the meeting opened for the transaction of business.

ANNUAL PHA PLAN FOR FY YEAR 2011

The following Resolution was introduced by Mr. Zaim, read in full, and considered (See attached Resolution).

A motion was made by Mr. Flynn and seconded by Mrs. Willie-Bonglo to adopt said Resolution as introduced and read approving submittal of the LHA Annual PHA Plan for Fiscal Year 201.

A roll call vote was taken with the following results:

Yeas: Mr. Zaim, Mr. Flynn, Mr. Paton, Mrs. Ross-Sitcawich, Mrs. Willie-Bonglo
Nays: None

The Chairman declared the motion carried and the vote adopted.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 10/01/11 _____, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

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

Lowell Housing Authority

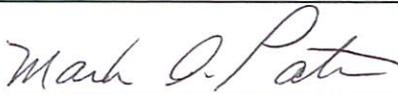
MA001

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20__ - 20__
 Annual PHA Plan for Fiscal Years 20¹¹ - 20¹²

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Mark A. Paton	Chairman
Signature	Date
	7-13-11

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

LOWELL HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

PHA PLAN

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

ALL PHA PROPERTIES

Check here if there are workplaces on file that are not identified on the attached sheets.

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

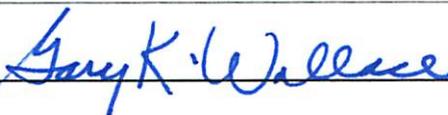
DR. GARY K. WALLACE

Title

EXECUTIVE DIRECTOR

Signature

X



Date

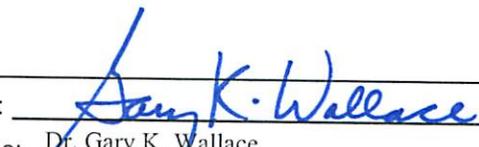
7/13/11

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 5th	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: Department of Housing & Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: PHA Plan	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Dr. Gary K. Wallace</u> Title: <u>Executive Director</u> Telephone No.: <u>978-364-5314</u> Date: <u>7/13/11</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

LOWELL HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

PHA PLAN

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

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

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

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

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

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

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

Name of Authorized Official

DR. GARY K. WALLACE

Title

EXECUTIVE DIRECTOR

Signature

Date (mm/dd/yyyy)

7/13/11

Civil Rights Certification

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

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

LOWELL HOUSING AUTHORITY

MA001

PHA Name

PHA Number/HA Code

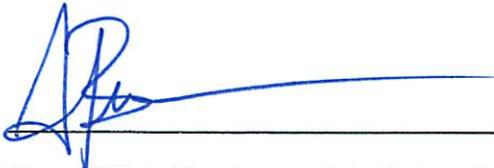
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Mark A. Paton
Title	Chairman, Board of Commissioners
Signature	
Date	07/13/2011

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

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

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

I, ADAM BAACKE the ASSISTANT CITY MANAGER certify that the Five Year and
Annual PHA Plan of the LOWELL HOUSING AUTHORITY is consistent with the Consolidated Plan of
CITY OF LOWELL prepared pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official