



**PHA Plan Elements.** (24 CFR 903.7)

**1. Eligibility, Selection and Admissions Policies, including De-concentration and Wait List Procedures.**

**Public Housing Program:** Eligibility for admission to the Public Housing program is verified at time of application and re-verified when offered a unit. The following non-income (screening) factors are used to establish eligibility for admission to public housing: criminal or drug-related activity, rental history, and housekeeping. Criminal records from local law enforcement agencies and state law enforcement agencies are requested for screening purposes.

SMHA plans to use community-wide list and a Lincoln Park site-based waiting list method to organize its public housing waiting list. Interested persons applying for admission to public housing may do so at the main administrative office located at 101 W. High Street and development site management office where applicable. SMHA plans to operate one or more site-based waiting lists in the coming year for Lincoln Park HOPE VI Rental Developments (Phase IA, IB and II). Families may be on more than one list (Section 8, Public Housing, Lincoln Park HOPE VI) simultaneously. Interested persons can obtain more information about and sign up to be on the site-based waiting lists at SMHA's main administrative office and management offices at developments with site-based waiting list at 1900 Huron Ave.

Applicants ordinarily are given two vacant unit choices before they fall to the bottom of or are removed from the primary public housing waiting list. However, only one unit choice is given at Lincoln Park HOPE VI developments before the applicant falls to the bottom of or is removed from the site-based waiting list.

SMHA plans to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income. Transfers will take precedence over new admissions in cases of emergencies or for administrative reasons determined by the SMHA (e.g. to permit modernization work). For every five new admissions, SMHA will transfer one family that is over/under-housed or has medical justifications. SMHA plans to employ the following Former Federal admission preferences in the coming year for its primary public housing: Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition), Victims of Domestic Violence, and Homelessness; and following Other Preferences: veterans and veterans' families, any family whose child(ren) has lead poisoning at 20mg/kg levels, and families who pay more than 40% of their income for rent and utilities. SMHA plans to employ the following admissions preference for its Lincoln Park site-based developments: Working families and those unable to work because of age or disability and work ready households. Veterans and veterans' families for the public waiting list carry a weight of "2", and the other admission preferences carry a weight value of "1" for first priority to include the Date and Time admissions preference.

Applicants and residents can obtain information about the rules of occupancy of public housing from the following reference materials: public housing lease agreement, Admissions and Continued Occupancy policy (ACOP) Attachment (A) filename: (oh021a03), written materials, and Lincoln Park's Management Plans, Resident Selection Plans and Lease Attachments (available at SMHA administrative office).

SMHA conducted an analysis of its family (general occupancy) developments to determine concentrations of poverty and the analysis indicated the need for measures to promote de-concentration of poverty or income mixing. As a result, SMHA adopted changes to its admissions policies by employing waiting list "skipping" measures to achieve de-concentration of poverty or income mixing goals at targeted developments. A list of the targeted developments can be found as attached to PHA Plan at administrative offices. The results of the analysis revealed that there was no need to make special efforts to attract or retain higher-income families nor did it reveal a need to make special efforts to assure access for lower-income families.

**Section 8 Program:** The following non-income (screening) factor is used to establish eligibility for admission to Section 8/Housing Choice Voucher program: criminal or drug-related activity only to the extent required by law or regulation. SMHA requests criminal records from local enforcement agencies and State law enforcement agencies for screening purposes. Criminal or drug-related activity information is shared prospective landlords. Interested persons interested in applying for admission to Section 8 tenant-based assistance can do so at SMHA main administrative office located at 101 W. High Street. SMHA gives two 30-day extensions on standard 60-day period search time when difficulty in locating a suitable unit is documented.

SMHA has established the following preferences for admission to section 8 tenant-based assistance and plans to employ them in the coming year: Veterans and veterans' families, working, elderly or disabled paying more than 40% of their income for rent and utilities, Women recovering from drug or alcohol addictions so that they may reunite with their families and be given a support system. Veterans and veterans' families for the Section 8 waiting list carry a weight value of "2", and the other two admission preferences carry a weight value of "1". Applicants on the waiting list with equal preference status are selected by date and time.

The policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by SMHA are contained in the following reference materials: Section 8 Administrative Plan which is available at SMHA main administrative office and at Attachment (B) filename: (oh021b03), during briefing sessions, and written materials. The availability of any special purpose section 8 programs is announced through published notices.

2. **Financial Resources.** The financial resources and planned resources for the upcoming plan year are available for review at the public's request as an attachment to plan at SMHA Administrative offices.

PHA Plan Elements 3 through 13 are provided as an attachment to PHA Plan at Attachment (C) filename: (oh021c03):

3. **Rent Determination.** 4. **Operation and Management** 5. **Grievance Procedures.** 6. **Designated Housing for Elderly and Disabled Families.** 7. **Community Service and Self-Sufficiency.** 8. **Safety and Crime Prevention.** 9. **Pets.** 10. **Civil Rights Certification.** 11. **Fiscal Year Audit.** 12. **Asset Management.** 13. **Violence Against Women Act (VAWA).**

6.0  
cont

7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <p>(a) <b>Hope VI or Mixed Finance Modernization or Development.</b> SMHA received a HOPE VI revitalization grant for Lincoln Park in FY 2004. Activities pursuant to an approved HOPE VI Revitalization Plan were completed in 2010. New mixed-finance housing developments with numbers OH021000026 (Phase IA), OH021000027 (Phase IB), OH021000028 (Phase II) were placed in service during the grant period. SMHA shall accumulate Replacement Housing Funds (RHF) which may or may not fall within the time frame of the 2010-2014 five-year action plan. As RHF funds have accumulated, a revised RHF plan was submitted (5/27/2010) to HUD in accordance with regulations and HUD approved (6/4/2010). Projected start date: (6/30/2011).</p> <p>(b) <b>Demolition and/or Disposition.</b> SMHA applied, submitted (6/25/2009), received HUD approval (1/22/2010) for the following public housing properties in 2009: 1) Section 18 Disposition: Part of Cole-Woodford with development number OH021000022 (32 units affected = 2 buildings, 8-2 bdrms, 24-1bdrms) at 241 &amp; 309 S.Y.S. SMHA applied for, submitted, and received approval for demo/dispo applications for the following public housing property in prior plans: (c)<b>Conversion of Public Housing.</b> A Voluntary Conversion analysis is available in SMHA's administrative office as an attachment to plan and does not show evidence that SMHA is required to convert to tenant-based assistance or that SMHA needs to voluntarily convert.</p> <p>(d) <b>Homeownership.</b> SMHA will administer a homeownership program for the following: 1) SMHA administers a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982. SMHA will limit the number of families participating in the Section 8 Homeownership Program to 25 or few participants. The required Section 8 Homeownership Statement is available in SMHA administrative office as an attachment to plan.</p> <p>(e) <b>Project-based Vouchers.</b> SMHA plans to consider Project-Based vouchers in the coming year for two developments possibly.</p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. Attachment (D) filename: <b>(oh021d03)</b></p>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. The Capital Fund Program Annual Statement/Performance and Evaluation Reports are provided as an attachment to the PHA Plan at Attachments (D) filename: <b>(oh021d03)</b>, CFP 501-07, 08, 09, 10,11, CFRG 09, and RHF 501-08, 09, 10, 11</p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. The Capital Fund Program 5-Year Action Plan for 2010 -2014 is provided as an attachment to the PHA Plan at Attachment (D) filename: <b>(oh021d03)</b>.</p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. SMHA used 2010-2014 Consolidated Plan of The City of Springfield and the Comprehensive Housing Affordability Strategy ("CHAS") dataset to provide a statement of the housing needs of families in the jurisdiction served by SMHA. SMHA's statement of housing needs is provided as an Attachment to the PHA Plan at Attachment (C) filename: <b>(oh021c03)</b>. The housing needs of families on the public housing and section 8 tenant-based assistance waiting lists is provided as an Attachment to the PHA Plan at Attachment (C) filename: <b>(oh021c03)</b> as well. Additionally, SMHA has a public housing site-based waiting list at its Lincoln Park HOPE VI developments AMPS: OH021000026, 027, and 028 which is not managed by SMHA.</p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b> SMHA has identified a shortage of affordable housing for all eligible populations and intends to maximize the number of affordable units available to the PHA within its current resources by reducing turnover time for vacated public housing units, reducing time to renovate public housing units, by seeking replacement of public housing units lost to the inventory through section 8 replacement housing resources, and by participating in the Consolidated Plan development process to ensure coordination with broader community strategies. SMHA plans to increase the number of affordable housing units by applying for additional section 8 units should they become available, leverage affordable housing resources in the community through the creation of mixed-finance housing, and by developing a plan for an SRO program and pursuing funding opportunities. SMHA plans to target available assistance to families at or below 30% and families at or below 50% of AMI by adopting rent policies to support and encourage work. SMHA plans to target available assistance to the elderly by seeing designation of public housing for the elderly to target available assistance to families with disabilities by carrying out the modifications needed in public housing based on the section 504 needs assessment for public housing and by affirmatively market to local non-profit agencies that assist families with disabilities. SMHA plans to increase awareness of PHA resources among families of races and ethnicities with disproportionate needs by affirmatively marketing to races/ethnicities shown to have said needs, and conduct activities to affirmatively further fair housing by counseling section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units. The evidence of housing needs as demonstrated in the Consolidated Plan, and other information available to the PHA, community priorities regarding housing assistance, and results of consultation with local or state government were factors which influenced the selection of strategies pursued as well as additional information HUD has requested.</p>

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<b>10.0</b>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) <b>Progress in Meeting Mission and Goals.</b> Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>Progress toward meeting Annual/Five-Year Plan goals continues in varying degrees. SMHA sought to improve the quality of assisted housing by improving public housing management PHAS score by 5% and by improving voucher management SEMAP score by 5%. SMHA was rated a High Performer in its voucher management in 2010 and a Standard Performer in its public housing management in 2007. SMHA scored a 99 on its 2010 SEMAP and an 84 on its last PHAS in 2007.</p> <p>SMHA sought to reduce its unit turn around to 30 days and emergency work order follow-up (100% done within 24 hours) during the five year period. SMHA achieved an average of 102.49 vacant unit turnaround days and completed 100.00% of its emergency work orders in 2010.</p> <p>The HOPE VI Revitalization Grant Program for the Redevelopment of Lincoln Park and other activities approved in the Revitalization Plan were completed in 2010.</p> <p>SMHA sought to expand the supply of assisted housing by applying for additional rental vouchers if they became available. There were no fair share vouchers allotted during the five-year period.</p> <p>SMHA sought to promote self-sufficiency and asset development of families and individuals. SMHA has maintained an ongoing Family Self-Sufficiency (FSS) program with its housing choice voucher program and graduated 45 participants with average escrow balances of \$6,000. SMHA also established a FSS program with its public housing program in FY 2008. The public housing FSS program has 35 active participants and 8 escrow accounts.</p> <p>SMHA's combined its housing choice voucher program landlord outreach with Fair Housing and Legal Aid to provide the landlords better training. SMHA conducted a housing fair for homeownership with twelve sponsors during March of 2011. SMHA is also a member of the Clark County Community Housing Resource Board which addresses fair housing concerns. Steps were implemented to address barriers of fair housing in the City of Springfield and Clark County by staff attending Fair Housing seminars in 2010 and 2011. SMHA continues to work with the City of Springfield Human Relations Department to remedy fair housing discrimination. The City continues to supply SMHA with maps of non-impacted areas and the HCV participants are encouraged to avoid these areas.</p> <p>Overall SMHA operations continue transitioning to Asset Management and improvements in technology continue to allow more improvements in service delivery and efficiencies.</p> <p>(b) <b>Significant Amendment and Substantial Deviation/Modification.</b> Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>The following will be considered SMHA's "substantial deviation" and "significant amendment" to the PHA Plan. Any change with regard to demolition or disposition, designation, homeownership programs or conversions activities. Any significant amendment or substantial deviation/modification to PHA Plan is subject to the same requirements as the original PHA Plan (including timeframes).</p>
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<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <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) (Attachment <b>F</b>)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (Attachment <b>F</b>)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (Attachment <b>F</b>)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (Attachment <b>F</b>)</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 at Attachment (<b>E</b>) filename: (<b>oh021e03</b>). PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements – (No elements were challenged.)</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (<b>D</b>)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) Attachment (<b>D</b>)</p>
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**Attachments** Additional attachments referenced in the Plan.

Attachment A:	Admissions and Continued Occupancy Policy (without Management Plan for Lincoln Park Rental IA, IB, and II attachment to ACOP-page 266 with this year's submission due to no changes in upcoming year however LP portion of ACOP is available at SMHA administrative offices)
Attachment B:	Administrative Plan
Attachment C:	PHA Plan Update (Elements 24CFR903.7- 3 to 13) and Housing Needs Statement by Family Type & Housing Needs of Families on Wait List
Attachment D:	Capital Fund Program Annual Statement/Performance & Evaluation Reports, Implementation Schedule, and Five-Year Action Plan
Attachment E:	Resident Advisory Board (RAB) comments – None
Attachment F:	Certifications and Approvals

**Attachment (A)**

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**ADMISSIONS & CONTINUED OCCUPANCY POLICY**

**FOR THE**

**CONVENTIONAL HOUSING PROGRAM**

Approved by the HA Board of Commissioners:

July 11, 2011

Submitted to HUD:

July 14, 2011

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**PROGRAM INTEGRITY ADDENDUM**

**INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

Springfield Metropolitan Housing Authority (SMHA) will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the Springfield Metropolitan Housing Authority’s policies for the prevention, detection and investigation of program abuse and tenant fraud.

**A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will SMHA undertake an inquiry or an audit of a tenant family arbitrarily. SMHA’s expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. SMHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, SMHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to SMHA’s attention, to investigate such claims.

SMHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. SMHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if SMHA staff discovers (as a

function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the SMHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if SMHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

## **B. STEPS PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify SMHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Asset or Assistant Asset Manager for all prospective tenants either prior to or upon execution of the lease. Resident Counseling. SMHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

## **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

SMHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. SMHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by SMHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

#### **D. PHA's HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

SMHA's staff will encourage all tenant families to report suspected abuse to the Asset or Assistant Asset Managers. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The SMHA will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of SMHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if SMHA is the most appropriate authority to do a follow-

up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Asset or Assistant Asset Manager will initiate an investigation to determine if the allegation is true or false.

#### **E. HOW PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If SMHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, SMHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to SMHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, SMHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. SMHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate SMHA office. A high standard of courtesy and professionalism will be maintained by the SMHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

**F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY SMHA**

Documents and other evidence obtained by SMHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among SMHA Staff unless they are involved in the process, or have information which may assist in the investigation.

**G. CONCLUSION OF PHA's INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

**H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, SMHA will review the facts to determine:

- The type of violation. (Procedural, non-compliance, fraud)
- Whether the violation was intentional or unintentional
- What amount of money (if any) is owed by the tenant
- Is the family eligible for continued occupancy

**I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, SMHA will propose the most appropriate remedy based upon the type and severity of the violation.

**Procedural Non-compliance**

This category applies when the tenant "fails to" observe a procedure or requirement of SMHA , but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment
- Failure to return verification in time period specified by SMHA

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by SMHA if the procedure or obligation is not complied with by the date specified by SMHA.

The consequences of repeated (similar) violations.

### **Procedural Non-compliance - Retroactive Rent**

When the tenant owes money to SMHA for failure to report changes in income or assets, SMHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to SMHA.
- A 10 day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with SMHA's Notice. If the Tenant fails to comply with the SMHA's notice, and a material provision of the lease has been violated, SMHA will initiate termination of tenancy.

Tenant Complies with SMHA's Notice. When a tenant complies SMHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, SMHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant of the misrepresentation
- That the act was done repeatedly
- If a false name or Social Security Number was used
- If there were admissions to others of the illegal action or omission
- That the tenant omitted material facts which were known to them (e.g., employment of self or other household member)
- That the tenant falsified, forged or altered documents
- That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false

### **The Tenant Conference for Serious Violations and Misrepresentations**

When SMHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and SMHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by SMHA. The purpose of such conference is to review the information and evidence obtained by SMHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by SMHA . The tenant will be given 10 working days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist SMHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the SMHA will consider:

- The duration of the violation and number of false statements
- The tenant's ability to understand the rules
- The tenant's willingness to cooperate, and to accept responsibility for his/her action
- The amount of money involved
- The tenant's past history
- Whether or not criminal intent has been established

- The number of false statements

### **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, SMHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

**Criminal Prosecution:** If SMHA has established criminal intent, and the case meets the criteria for prosecution, SMHA may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

**Administrative Remedies:** SMHA may:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the SMHA's Repayment Policy.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with SMHA's repayment policy.

### **Notification to Tenant of Proposed Action**

SMHA will notify the tenant of the proposed action no later than 10 working days after the tenant conference by regular mail.

## **Chapter 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

#### **INTRODUCTION**

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

Administration of the Public Housing Program and the functions and responsibilities of the Springfield Metropolitan Housing Authority (SMHA) staff shall be in compliance with SMHA's Personnel Policy, any union agreements and this Admissions and Continued Occupancy Policy. The administration of SMHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with

this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations).

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

To provide decent, safe and sanitary affordable housing and to promote among the residents we service Economic Independence, Pride in the Community, Self-Sufficiency, Self-Worth, Upward Mobility and their participation in the economic and political system of Springfield and Clark County.

#### **B. LOCAL OBJECTIVES**

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that SMHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- 1) To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
- 2) To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.
- 3) To avoid concentrations of economically and socially deprived families in any one or all of SMHA's public housing developments.
- 4) To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to SMHA employees.
- 5) To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in SMHA's jurisdiction.
- 6) To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
- 7) To facilitate the judicious management of SMHA inventory, and the efficient management of the SMHA staff.
- 8) To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued

occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

### **C. PURPOSE OF THE POLICY**

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Springfield Metropolitan Housing Authority (SMHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and SMHA.

The SMHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

### **D. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. SMHA will comply with all laws relating to Civil Rights, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development
- Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise
- Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

SMHA will not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under

SMHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout SMHA's office in such a manner as to be easily readable from a wheelchair. To further its commitment to full compliance with applicable Civil Rights laws, SMHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

SMHA has accessible units for persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The SMHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs
- Provide housing that is different from that provided to others
- Subject a person to segregation or disparate treatment
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Deny a person access to the same level of services

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

#### **E. SERVICE AND ACCOMMODATIONS POLICY**

It is the policy of the Springfield Metropolitan Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, SMHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with SMHA, when SMHA initiates contact with a family including when a family applies, and when SMHA schedules or reschedules appointments of any kind.

It is the policy of the Springfield Metropolitan Housing Authority to be service-directed in

the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

SMHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on SMHA forms and letters to all families, and all requests will be verified so that SMHA can properly accommodate the need presented by the disability.

### **Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual; or

A record of such impairment, or

Being regarded as having such impairment.

### **Undue Hardship**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for SMHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

### **Verification of a Request for Accommodation**

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

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

SMHA will require verification from a knowledgeable professional when a request for a home visit recertification is submitted.

### **Reasonable Accommodation**

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All SMHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Application Process**

For purposes of this section, the Springfield Metropolitan Housing Authority will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail.

Permitting an authorized designee to participate in the application or certification process.

### **Recertification by Mail**

SMHA will permit the family to submit annual and interim recertification forms through the mail, when SMHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of SMHA's deadline for returning the completed forms to SMHA.

If there is more than one adult member in the household, but only one is disabled, recertifications will not be processed through the mail. In such cases, the able adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

### **Home Visits**

When requested and where the need for reasonable accommodation has been established, SMHA will conduct home visits for residents in order to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by SMHA at least 7 days before

the scheduled appointment date in order for the request to be considered.

SMHA will not consider home visit recertifications that are requested after the scheduled appointment has been missed.

### **Other Accommodations**

SMHA utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.

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

SMHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

### **F. TRANSLATION OF DOCUMENTS**

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

- Number of families in Springfield who do not speak English and speak the other language
- Estimated cost to SMHA per client of translation of English written documents into the other language
- The availability of local organizations to provide translation services to non-English speaking families

### **G. LANGUAGE ASSISTANCE**

The Springfield Metropolitan Housing Authority will provide readers to assist persons with literacy barriers in completing the application and certification process.

### **H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES** [24 CFR 901 & 902]

SMHA is continuously assessing its program and consistently strives to make improvements. SMHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. SMHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

### **I. FAMILY OUTREACH**

SMHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on an as needed basis.

SMHA will communicate the status of housing availability to other service providers in the community. SMHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

When SMHA's waiting list is opening or closing, SMHA will publicize the availability and nature of housing assistance for very low income and low income families in a newspaper of general circulation, including local minority publications and other suitable means.

To reach persons who cannot read the newspapers, SMHA will distribute fact sheets to the broadcast media and utilize public service announcements.

## **J. PRIVACY RIGHTS**

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

SMHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the Executive Director.

SMHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

SMHA's staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

## **K. POSTING OF REQUIRED INFORMATION**

SMHA will maintain a bulletin board in a conspicuous area of the central office that will contain:

Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

- A copy of SMHA's PHA Annual Plan.
- Information on application taking
- Directory of SMHA's housing sites including names, address of offices and office hours at each facility.
- Income limits for Admission
- Current schedule of resident damage/neglect charges
- A copy of the lease
- SMHA's grievance procedures
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Required public notices

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

- Tenant Selection policies (960.202 and 960.203)
- Information on application taking
- Income limits for admission
- Current schedule of resident damage/neglect charges
- Copy of lease
- SMHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster

## **L. TERMINOLOGY**

The Housing Authority of Springfield is referred to as "PHA" or "Housing Authority" or "HA" or "SMHA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the PHA as the landlord.

"Landlord" refers to SMHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

## **Chapter 2**

### **ELIGIBILITY FOR ADMISSION**

#### **[24 CFR Part 960, Subpart B]**

### **INTRODUCTION**

This Chapter defines both HUD's and SMHA's criteria for admission and denial of admission to the program. The policy of SMHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. SMHA's staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SMHA pertaining to their eligibility.

### **A. QUALIFICATION FOR ADMISSION**

It is SMHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter;

Heads of household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low income

limit for occupancy established by HUD and posted separately in SMHA offices.

Provides a Social Security number for all family members.

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Those who do not maintain another residence in addition to a SMHA unit.

Those whose members have not committed fraud in connection with any Federal Housing Assistance program.

Those whose members have not been evicted from Public Housing, Indian Housing, Section 23, or any Section 8 program because of criminal and /or Drug-related criminal activity for a three-year period beginning the date of the eviction.

Those who have not been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing project are denied for life.

### **Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility will be verified when the family is placed on the waiting list.

## **B. FAMILY COMPOSITION**

### **Definition of Family**

The applicant must qualify as a Family. A Family may be a single person or a group of persons. A group of persons is defined by SMHA as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in SMHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

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

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

a) Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

An **elderly family**, which is:

a) A family whose head, spouse, or sole member is a person who is at least 62 years of age.

- b) Two or more persons who are at least 62 years of age living together; or
- c) One or more persons who are at least 62 years of age living with one or more live-in aides.

A **near-elderly family**, which is:

- a) A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b) Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
- c) One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

A **disabled family**, which is:

- a) A family whose head, spouse, or sole member is a person with disabilities;
- b) Two or more persons with disabilities living together; or
- c) One or more persons with disabilities living with one or more live-in aides.

A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

A **remaining member of a tenant family**.

A **single person** who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

### **Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if

there is a court order recognizing them as an emancipated minor.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent. (The elderly or disabled designation can only be used for expense allowance purposes not to obtain designated elderly housing)

### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Co-head**

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

### **Full-time College Students of Non-Parental/Guardian Households**

A full-time student is a person who is attending school or vocational training on a full-time basis who is eligible for housing assistance if he/she is of legal age or is an emancipated minor under state law, is income eligible and meets any and all eligibility criteria required by HUD for admission to Low Income Public Housing and who:

Certifies that he/she does not anticipate receiving financial support from the student's parent(s) or guardian(s),

Certifies to the amount the amount of financial support from the student's parent(s) or guardian(s),

Has an established household separate from his/her parents or legal guardians for at least one year prior to applying to Low Income Public Housing, and

Must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return.

The Department of Education definition of independent student is:

For the 2010-11 school year, the student must be born before 1-1-1987; for the 2011-12 year, the student must be born before 1-1-1988; or

The student must be married; or

The student must have a child or other dependents that receive more than half of their support from the student who also live with the student; or

The student must be enrolled as a graduate or professional student (medicine, dentistry, or law); or

The student must be a qualified veteran of the U.S. military; or

The student must be an orphan (parents deceased) or ward of the court or was ward of the court until age 18; or

The student must have special and unusual circumstances that can be documented to his or her college financial aid administrators (i.e., abuse in the family, alcoholism, etc.).

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

### **Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

Is determined by SMHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

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

Live-in aides are not subject to Noncitizen Rule requirements.

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

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of SMHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

After SMHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by SMHA [within 30 calendar days of SMHA's notification].

If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of the SMHA. SMHA shall make the live-in aide subject to the agency's normal screening criteria.

If the live-in aide or their family members participate in drug-related or criminal activity, SMHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

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

In circumstances where the single member household dies and the remaining household member is a live-in-aide, SMHA is required to notify the live-in-aide in writing that s/he must vacate the unit by the end of the month. The PHA may not designate the live-in-aide as the new head of household or change the relation code on line 3h of the form HUD - 50058 to make him/her an eligible household member.

### **C. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216]

Families are required to provide verification of Social Security numbers for all family members prior to admission except:

Individuals who do not contend to have eligible immigration status.

Existing program participants as of January 31, 2010, who have previously disclosed their Social Security Number (SSN) and HUD has determined the SSN to be valid.

Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN.

Family members or additions to the family under the age of 6 who disclose their Social Security number but cannot provide verification will be allowed 90 days to provide documentation of the Social Security number.

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In October 1998 Congress passed the Quality Housing and Work Responsibility Act of 1998. As a result, SMHA may no longer elect to "opt out" of the Non-citizens rule. SMHA must immediately begin to apply the provisions of section 214 of the HCDA of 1980.

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

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be pro-rated.

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

Noncitizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

SMHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

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

#### **E. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960)

and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the PHA premises;
- not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;
- to comply with necessary and reasonable rules and program requirements of HUD and the PHA;
- to comply with local health and safety codes; and,
- to not be listed on the SMHA Criminal Trespass List pursuant to the related SMHA Management Criminal Trespass Procedure.

**Denial of Admission for Previous Debts to This or Any Other PHA**

Applicants with a previous debts to SMHA or any other PHA will be permitted to execute a Payment Agreement at the time of preapplication, but 100% of the debt must be paid prior to offer of a unit.

If a Payment Agreement falls into arrears while the family is on the waiting list, as defined in this policy, the family will be required to pay the balance in full prior to admission.

Either spouse is responsible for the entire debt incurred as a previous SMHA tenant. Children of the head or spouse who had incurred a debt to SMHA will not be held responsible for the parent's previous debt.

## **F. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY**

### **Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Springfield Metropolitan Housing Authority to fully endorse and implement a policy that is designed to:

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

### **Administration**

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, SMHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the SMHA's bulletin board and copies made readily available to applicants and tenants upon request.

### **HUD Definitions**

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the premises, not just on or near the premises.*

"Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"Household" means the family and PHA-approved live-in aide.

"Other person under the tenant's control," for the purposes of the definition of "covered person," means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

"Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

### **Screening for Drug Abuse and Other Criminal Activity**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, SMHA will endeavor to screen applicants as thoroughly and fairly as possible.

Initial screening will be limited to routine inquiries of the family and any other information provided to SMHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

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

### **Use of Law Enforcement Records**

SMHA will check criminal history for all applicants who are 18 years of age to

determine whether any member of the family has engaged in violent or drug-related criminal activity.

SMHA will check criminal history for all applicants who are 18 years of age to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

### **Standard for Violation**

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the date of such eviction.

SMHA will not waive this requirement.

2. One (1) conviction over the last ten (10) years for any of the following:
  - a. Illegal manufacture, sale, or distribution of a controlled substance ;
  - b. Any act of violence or threat of violence, including the possession of illegal firearms, and aggravated assaults.
3. One (1) conviction over the last five (5) years for use or possession of a controlled substance.
4. Two or more arrests over the last three (3) years for any of the above.

SMHA will deny participation in the program to applicants where SMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where SMHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

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

In evaluating evidence of negative past behavior, SMHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

SMHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by SMHA; or

The person demonstrates consistent participation in professional rehabilitation for two of the past three years; or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

SMHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. SMHA will consider evidence that the person is no longer in the household such as [divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence].

### **Permanent Denial of Admission**

SMHA will permanently deny admission to public housing persons convicted of murder or manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. SMHA will not waive this requirement.

### **Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement**

No family member may be subject to a lifetime sex offender registration requirement. This provision will not be waived. SMHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

### **Other Criminal Activity**

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past 10 years from the date of the occurrence.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

No family member may have engaged in or threatened abusive or violent behavior toward SMHA personnel within the past 3 years.

No family member may have committed fraud, bribery, or any other corrupt or criminal act

in connection with any federal housing program in the last 3 years.

Even if a person has served time in jail and has now been released on probation, that person cannot be admitted into public housing unless a year has passed since the completion of probation.

If the only sentence was probation, a year must have elapsed, without incident, since completion of probation, in order to be considered eligible for public housing.

A person who is released from jail with no probation requirement would have to operate on the outside for one year with no further evidence of the prohibited activities in order to be considered eligible for admission.

A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation.

### **Evidence**

SMHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by SMHA inspectors and/or investigators, and evidence gathered from the SMHA Security Officers.

SMHA may pursue fact-finding efforts as needed to obtain credible evidence.

### **Confidentiality of Criminal Records**

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

All criminal reports, while needed by the Intake Specialist for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

If the family is determined eligible for initial or continued assistance, SMHA's copy of the

criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

SMHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

### **Disclosure of Criminal Records to Family**

Before SMHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

### **Hearings**

(See Chapter titled "Complaints, Grievances and Appeals.")

If information is revealed that would cause SMHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to SMHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

### **G. SCREENING FOR SUITABILITY** [24 CFR 960.203, 960.204, 960.205]

In developing its admission policies, the aim of SMHA to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of SMHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

SMHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3, Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by SMHA.

SMHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under Ohio law, does not have the legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination, SMHA will screen each applicant household to assess their suitability as renters.

SMHA will complete a rental history check on all applicants.

SMHA will complete a credit check on all applicants.

SMHA shall rely upon sources of information, which may include, but not be limited to, SMHA's records, personal interviews with the applicant or tenant, previous landlord references, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

SMHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent.
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by SMHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.203(c)]
- Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]
- Violate the terms and conditions of the lease. [24CFR 960.203(c)].
- Require services from SMHA staff that would alter the fundamental nature of SMHA's program. [24 CFR 8.3]

### **Rent Paying Habits**

SMHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past 5 years.

Based upon these verifications, SMHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 5 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

SMHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond applicant's control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance (i.e. rent in an escrow account); or had a poor rent paying history clearly related to an excessive rent relative to their income (using 40% of their gross

income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

### **Screening Applicants Who Claim Mitigating Circumstances**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into SMHA's, screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, SMHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. SMHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

### **Examples of Mitigating Circumstances**

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by SMHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. SMHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

### **Qualified and Unqualified Applicants**

Information that has been verified by SMHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a *family*;

- The eligibility of the applicant with respect to income limits for admission;
- The eligibility of the applicant with respect to citizenship or eligible immigration *status*;
- Any local preference to which the family is entitled

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and SMHA procedures, except for a pending SMHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. SMHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals").

SMHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by SMHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by SMHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

### **Documenting Findings**

An authorized representative of SMHA shall document any pertinent information received relative to the following:

Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use - includes a determination by SMHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug-Related Criminal Activity - includes a determination by SMHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse - includes a determination by SMHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats - or behaving in a manner indicating an intent to assault employees

or other tenants.

Abandonment of a Public Housing Unit - without advising SMHA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to SMHA [or any other PHA].

Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

SMHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to SMHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

### **Prohibited Criteria for Denial of Admission**

Applicants will NOT be rejected because they:

- Have no income;

- Are not employed;
- Do not participate in a job training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are students.
- See VAWA Policy (pgs 229-231) Factors relating to an applicant involved in domestic violence, dating violence or stalking. [24 CFR Part 5, Subpart L]

#### Resident Participation in the Screening Process

It is SMHA's policy to encourage resident participation in the applicant intake and screening process. SMHA recognizes that screening is only part of the occupancy cycle, and for SMHA-resident partnership to be effective, work is required both before and after admission. Given this policy SMHA, in conjunction with its resident leaders, proposes the following areas of involvement:

Applicant pre-occupancy orientation. Attendance at pre-occupancy orientation is a requirement of the screening process. SMHA and its residents will develop the agenda for this orientation to include such issues as rent, house rules, lease provisions, security, social services and utilities.

#### **H. HEARINGS**

If information is revealed that would cause SMHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to SMHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

### **Chapter 3**

#### **APPLYING FOR ADMISSION**

#### **INTRODUCTION**

The policy of SMHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial

application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but SMHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

#### **A. HOW TO APPLY**

Families who wish to apply for any of SMHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Persons with disabilities may call SMHA to receive an application through the mail or make other arrangements to complete their preapplication.

Applications will be accepted at a central location for all waiting lists.

The application process will involve one phase.

1. The first is the "initial" application for admission. This first phase is to determine the family's eligibility for, and placement on, the waiting list.

The application will be dated, time-stamped, and referred to SMHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission". When the family reaches the top of the waiting list SMHA ensures that verification of all HUD and SMHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. COMPLETION OF A FULL APPLICATION**

The application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers

- Race/ethnicity
- Arrests/Convictions for Drug Related or Violent Criminal Activity
- Previous addresses
- Names and addresses of current and previous landlords
- Emergency contact person and address
- Questions regarding previous participation in HUD programs

All preferences claimed on the application or while the family is on the waiting list will be verified:

Whenever the family claims a preference.

If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

These documents will be used for verification only if third party verification cannot be obtained.

The full application will be communicated as requested as an accommodation to a person with a disability.

### **Requirement to Attend Interview**

SMHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other SMHA services or programs, which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to

citizenship/immigration status and any other documents required by SMHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by SMHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If SMHA determines at or after the interview that additional information or document(s) are needed, SMHA will request the document(s) or information in writing. The family will be given 5 working days to supply the information.

If the information is not supplied in this time period, SMHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

### **C. PROCESSING APPLICATIONS**

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to SMHA's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report
- EIV Debts Owed and Termination Report

### **D. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, SMHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by SMHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 3 days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## **Chapter 4**

### **TENANT SELECTION AND ASSIGNMENT PLAN**

[24 CFR 960.203, 960.204, 960.205, 960.206]

#### **INTRODUCTION**

It is SMHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list

Applicants will be listed in sequence based upon:

- Date and time the application is received,
- Size and type of unit they require,
- Factors of preference or priority

In filling an actual or expected vacancy, SMHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. SMHA will offer the unit until it is accepted. This Chapter describes the SMHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

#### **SMHA's Objectives**

SMHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is SMHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting

list.

By maintaining an accurate waiting list, SMHA will be able to perform the activities, which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on SMHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

#### **A. MANAGEMENT OF THE WAITING LIST**

SMHA will administer its waiting list as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent file.
- All applicants in the pool will be maintained in order of preference and/ or in order of date and time of application receipt.
- Applications equal in preference will be maintained by date and time sequence.
- All applicants must meet applicable income eligibility requirements as established by HUD.

#### **Opening and Closing the Waiting Lists**

SMHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of SMHA to house an applicant in an appropriate unit within a reasonable period of time.

When SMHA opens the waiting list, SMHA will advertise through public notice in the following newspapers, minority publications and media entities. location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

To reach persons with disabilities, SMHA will provide separate notice to local organizations representing the interests and needs of the disabled.

The notice will contain:

- The dates, times, and the locations where families may apply.

- The programs for which applications will be taken.
- A brief description of the program.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes SMHA address and telephone number, how to submit an application, information on eligibility requirements and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

### **When Application Taking is Suspended**

SMHA may suspend the acceptance of applications if there are enough local Preference holders to fill anticipated openings for the next 12 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, SMHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. SMHA will give at least 15 days' notice prior to closing the list. When the period for accepting applications is over, SMHA will add the new applicants to the list by:

Unit size, local preferences priority, and/or date and time of application receipt.

SMHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, SMHA will advise families of their responsibility to notify SMHA when mailing address or telephone numbers change.

### **Reopening the List**

If the waiting list is closed and SMHA decides to open the waiting list, SMHA will publicly

announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

If there are sufficient applications from elderly, disabled, homeless, and displaced singles, applications will not be accepted from other singles.

When the application is submitted to SMHA:

It establishes the family's date and time of application for placement order on the waiting list.

### **Multiple Families in Same Household**

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

## **B. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet SMHA's Selection Criteria as defined in this policy.

SMHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, SMHA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by SMHA to verify their preference.

Among applicants with equal preference status, the waiting list will be organized by date and time.

### **Local Preferences**

Local preferences will be used to select among applicants on the waiting list. Public notice with opportunity for public comment will be held before SMHA adopts any more local preference.

The notice will be distributed following the same guidelines as those used for opening or closing the waiting list.

SMHA uses the following Local Preferences:

- Date and time of receipt of a completed application.
- Veteran preference: state law definition.
- Involuntarily displaced.
- Homeless families as defined by HUD guidelines
- Rent Burden
- Elevated blood level

Veterans and veterans' families for the public housing waiting list carry a weight of "2", and the other admission preferences carry a weight value of "1" for first priority to include the Date and Time admissions preference.

### **Treatment of Single Applicants**

All families with children, elderly families and disabled families will have an admission preference over "Other Singles".

### **Singles Preference**

Definition of Singles Preference: Single applicants who are elderly, disabled, homeless or displaced will be given a selection priority over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, homeless or displaced by government action. Such applicants will be placed on the waiting list in accordance with their preferences, but cannot be selected for assistance before any elderly, disabled, homeless or displaced one-person family regardless of local preferences.

Descriptions of these Preferences and "definitional options" (or sub-categories) follow.

### **Involuntary Displacement Preference**

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of one of the following situations.

1. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.
2. Federal, state or local government action related to code enforcement, public

improvement or development.

3. Action by a housing owner which is beyond an applicant's ability to control, and which occurs despite the applicant's having met all previous conditions of occupancy, and is other than a rent increase.

If the owner is an immediate family relative and there has been no previous rental agreement and the applicant has been part of the owner's family immediately prior to application, the applicant will not be considered involuntarily displaced.

For purposes of this definitional element, reasons for an applicant's having to vacate a housing unit include, but are not limited to:

- Conversion of an applicant's housing unit to non-rental or non-residential use;
- Closure of an applicant's housing unit for rehabilitation or non-residential use;
- Notice to an applicant that s/he must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy;
- Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or
- Any other legally authorized act that results, or will result, in the withdrawal by the owner of the unit or structure from the rental market.

4. To avoid reprisals because the family provided information on criminal activities to a law enforcement agency and, after a threat assessment, the law enforcement agency recommends rehousing the family to avoid or reduce risk of violence against the family.

The family must be part of a Witness Protection Program, or the HUD Office or law enforcement agency must have informed SMHA that the family is part of a similar program.

SMHA will take precautions to ensure that the new location of the family is concealed in cases of witness protection.

### **Definition of Standard Replacement Housing**

In order to receive the displacement preference, applicants who have been displaced must not be living in "standard, permanent replacement housing."

Standard replacement housing is defined as housing that is decent, safe and sanitary, that is adequate for the family size according to local code, and that the family is occupying pursuant to a written or oral lease or occupancy agreement.

Standard replacement housing does not include transient facilities, hotels, motels,

temporary shelters, and (in the case of Victims of Domestic Violence) housing occupied by the individual who engages in such violence. It does not include any individual imprisoned or detained pursuant to State Law or an Act of Congress.

### Homeless Families

An applicant who is a "Homeless Family" is considered to be living in substandard housing. "Homeless Families":

Lack a fixed, regular and adequate nighttime residence; AND

Have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

### Rent Burden Preference

Families paying more than 40% of their income for rent and utilities for at least 90 days will receive this preference.

For purposes of this preference, "Family Income" is Gross Monthly Income as defined in the regulations.

"Rent" is defined as the actual amount due under a lease or occupancy agreement calculated on a monthly basis, plus the monthly amount of tenant-supplied utilities which can be either:

The average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtainable for the entire period, the average of at least the past 3 months.

An applicant family may choose which method to use to calculate utility expenses. Any amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the total rent burden if included in Family Income. The applicant must show that they actually paid the utility bills, regardless of whose name the service is under.

To qualify for the Rent Burden preference, the applicant must pay rent directly to the landlord or agent.

Members of a cooperative are "renters" for the purposes of qualifying for the preference. In this case, "Rent" would mean the charges under the occupancy agreement.

## **C. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY)**

## **DEVELOPMENTS**

SMHA has established the following local admissions preferences for general occupancy (family) developments:

Date and time of receipt of a completed application, and list other local preferences.

SMHA has established the following system to apply local preferences:

Local preferences will be weighted with the Homeless Preference having the highest priority.

### **D. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS**

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All local preferences will be applied.

SMHA has established the following local admissions preferences for Mixed Population developments. Per HUD regulations, equal preference must be given to Elderly Families and Disabled Families:

First Priority: Elderly families or disabled families

### **E. VERIFICATION OF PREFERENCE QUALIFICATION**

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference

#### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify SMHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference.

## **F. PREFERENCE DENIAL**

If SMHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

SMHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

## **G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, SMHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

SMHA's Deconcentration Policy, as described in the PHA Plan, may include skipping of families on the waiting list in order to bring families above the established income range into developments below the established income range, and to bring families below the established income range into developments above the established income range.

## **H. INCOME TARGETING**

SMHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of SMHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low-income families."

SMHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that admissions of extremely low income families to the SMHA's voucher program during a fiscal year exceeds the 75 percent minimum targeting requirement for the SMHA's Section 8 Voucher Program. This fungibility provision discretion by SMHA is also reflected in the SMHA's Administrative

Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of SMHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause SMHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if SMHA is anticipated to fall short of its 40% goal for new admissions to public housing.

### **Low Income Family Admissions**

SMHA will fill admit only families whose incomes do not exceed 80% of the HUD approved area median income

### **I. UNITS DESIGNATED FOR THE ELDERLY**

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units, which are accessible, which may be offered to persons with disabilities.

SMHA will take the following action when processing families for developments designated for the elderly:

When there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) receive a preference for this type of unit.

When there are insufficient elderly or near-elderly families who wish to reside in a development, and units are ready for leasing more than 60 days, all other family types are eligible for such units.

Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

## Procedure to Be Used When There Are Insufficient Applicants on the List

Where SMHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units SMHA will notify local senior service centers and local media sources aimed at the elderly to recruit elderly families for the waiting list for these projects.

### **J. UNITS DESIGNATED FOR THE DISABLED**

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

SMHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessibility units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

### **K. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

SMHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves SMHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

#### **Deconcentration and Income-Mixing Goals**

SMHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above SMHA's Established Income Range (EIR) to developments below the EIR, and families below SMHA's EIR to developments above the EIR.

Deconcentration applies to transfer families as well as applicant families.

SMHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan.

#### **Project Designation Methodology**

Annually, SMHA will determine on an annual basis the average income of all families residing in general occupancy developments

SMHA will then determine the average income of all families residing in each general occupancy development.

SMHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the PHA-wide average income for general occupancy developments.

SMHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the PHA Plan. Any deconcentration policy as needed is described in the PHA Plan.

### **Deconcentration Policy**

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, SMHA shall list these covered developments in the PHA Annual Plan.

SMHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments:

Skipping a family on the waiting list or transfer list to reach another family in an effort to further the goals of SMHA's deconcentration policy:

If a unit becomes available at a development below the EIR, the first eligible family on the waiting list [or transfer list] with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list [or transfer list] with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list [or transfer list] with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list [or transfer list] in preference order regardless of income.

If a unit becomes available at a development above the EIR, the first eligible family on the waiting list [or transfer list] with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list [or transfer list] with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list [or transfer list] with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list [or transfer list] in preference order regardless of income.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

A family has the sole discretion whether to accept an offer of a unit made under SMHA's deconcentration policy. SMHA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under SMHA's deconcentration policy. However, SMHA shall uniformly limit the number of offers received by applicants [and transfer families], described in this Chapter.

SMHA shall target investment and capital improvements toward covered developments below the EIR to encourage applicant families whose income is above the EIR to accept units in those developments. These incentives are described in the PHA Plan.

#### Deconcentration Compliance

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, SMHA will be considered to be in compliance with the deconcentration requirement.

#### **L. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, SMHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

SMHA shall not require any specific income or racial quotas for any development or developments.

SMHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

#### **M. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST**

SMHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the SMHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, SMHA must offer to place the family on the public housing waiting list.

#### **N. REMOVAL FROM WAITING LIST AND PURGING**

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 3 working days s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the

applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

#### **O. OFFER OF ACCESSIBLE UNITS**

SMHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, SMHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under SMHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, SMHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

SMHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, SMHA may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to tenant modifications.

See "Leasing" chapter.

#### **P. PLAN FOR UNIT OFFERS**

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

Plan "B". (2 offer plan). Under this plan, SMHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. Plan B is based on the distribution of vacancies. If a suitable unit is available in:

The applicant will be offered a suitable unit in that location. If the offer is rejected, the applicant will be offered the next suitable unit that becomes available, whether it is at the same location as the first offer or at another location.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

SMHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

#### **Q. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

#### **R. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the final unit offer SMHA will:

- Remove the applicant's name from the waiting list.
- Removal from the waiting list means:
- The applicant must reapply.
- The applicant must wait 6 months before reapplying for the public housing program.

#### **S. TIME LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within 3 working days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, SMHA will send a letter.

#### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be placed at the bottom of the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

The family demonstrates to SMHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

#### Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. SMHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

The family will take the appropriate place on the waiting list and/or in the selection pool according to the date they first applied.

#### **T. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, SMHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

### **Chapter 5**

## **OCCUPANCY GUIDELINES**

### **INTRODUCTION**

The Occupancy Guidelines are established by SMHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

**A. DETERMINING UNIT SIZE**

SMHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. SMHA’s Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

One bedroom will generally be assigned for every two family members. SMHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally SMHA will assign one bedroom to two people within the following guidelines:

Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6 years of age).

Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant’s family.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated zero or one bedroom.

The living room will not be used as a bedroom except for purposes of reasonable accommodation or at the request of the family.

**GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6

4 Bedrooms	4	8
5 Bedrooms	6	10

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**B. EXCEPTIONS TO OCCUPANCY STANDARDS**

SMHA will grant exceptions from the guidelines in cases where it is the family’s request or SMHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes and they have occupied the unit for 2 years.

At SMHA’s discretion the family may be offered a unit smaller than the preferred unit size, based on SMHA’s occupancy standards, if in doing so the family has an opportunity to be housed earlier, or live in a preferred project.

For a three person family that includes two adults and an infant, SMHA may allow the family to lease a one bedroom unit in a desired general occupancy project.

However, SMHA will not lease a one bedroom unit to a three person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit for at least 2 years.

SMHA may offer a family a unit that is larger than required by SMHA’s occupancy standards, if the waiting list is short of families large enough to fill the vacancy.

In all cases, where the family requests an exception to the general occupancy standards, SMHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by SMHA’s occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by SMHA before the family is placed on the larger bedroom size list. SMHA will consider these requests:

**Person with Disability**

SMHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the Service and Accommodations Policy section of Chapter 1.

### **Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a qualified professional.

Requests based on health related reasons must be verified by a knowledgeable qualified professional.

SMHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the family residing in the unit must be approved by SMHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform SMHA within 30 days.

To avoid vacancies, SMHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

## **C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS**

See Chapter on Tenant Selection and Assignment.

In order to attract higher income families to lower income developments, the following specialized occupancy standards will be applied to families above the Established Income Range willing to move into developments below the Established Income Range, as described in the PHA Plan:

Occupancy guidelines of one child per bedroom.

## **D. ACCESSIBLE UNITS**

SMHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

### **E. FAMILY MOVES**

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the supervisor who will make determination after review of the situation, the individual circumstances, and the verification provided.

## **Chapter 6**

### **DETERMINATION OF TOTAL TENANT PAYMENT**

**[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]**

#### **INTRODUCTION**

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work

Responsibility Act now gives SMHAs broader flexibility. SMHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. MINIMUM RENT**

The minimum rent for SMHA is \$25.00. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- The Minimum rent as established by SMHA

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

SMHA recognizes that in some instances even the minimum rent may create a financial hardship for families. SMHA will review all relevant circumstances brought to the SMHA's attention regarding financial hardship as it applies to minimum rent. The following section states the SMHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

#### **SMHA Procedures for Notification to Families of Hardship Exemptions**

SMHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

SMHA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exemption.

SMHA will notify all families at time of lease-up of their right to request a minimum rent hardship exemption.

The Asset or Assistant Asset Manager will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

SMHA notification will advise the family that hardship exemption determinations are subject to SMHA grievance procedures.

SMHA will review all tenant requests for exemption from the minimum rent due to financial hardships.

All requests for minimum rent exemption are required to be in writing.

### **Exemptions to Minimum Rent**

SMHA will immediately grant the minimum rent exemption to all families who request it.

The Minimum Rent will be suspended until SMHA determines whether the hardship is:

- Covered by statute
- Temporary or long term

If SMHA determines that the minimum rent is not covered by statute, SMHA will impose a minimum rent including payment for minimum rent from the time of suspension.

SMHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

### **HUD Criteria for Hardship Exemption**

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

- Loss of employment
- Death in the family
- Other circumstances as determined by the SMHA or HUD

### **SMHA Policy Regarding Hardship Exemption**

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, SMHA has established policy regarding the above-mentioned HUD criteria.

defined as loss of employment, including layoff and termination.

defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.

"Death in the family." Family, for the purposes of exemption to minimum rent, includes head of house or spouse.

### **Financial Hardship Exemption Only Applies to Waiving the Minimum TTP**

The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:

- 30 percent of monthly adjusted income
- 10 percent of monthly income

### **Temporary Hardship**

If SMHA determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

### **Repayment Agreements for Temporary Hardship**

SMHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes SMHA money for rent arrears incurred during the minimum rent period, SMHA will calculate the total amount owed and divide it by 9 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, SMHA will reevaluate the family's ability to pay the increased rent amount and:

Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or

Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

SMHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to SMHA."

### **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)]

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements.

The Long Term Hardship continues until it no longer exists:

When the TTP becomes greater than the PHA minimum rent: or

When the family receives income in the amount that was lost before the hardship.

### **Retroactive Determination**

SMHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

If the family is owed a retroactive payment, SMHA will offset the family's future rent payments by the amount in which SMHA owes the family.

### **B. INCOME AND ALLOWANCES**

**Income:** The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

**Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.

### **Permissive Deductions**

SMHA does not adopt any additional permissive deductions to annual income of tenants.

SMHA has established the following Memorandum of Understanding with local TANF agencies:

The Intake Specialist works at the department of Job and Family services every Monday for 4 hours. During this time they are available to accept applications for housing and answer questions anyone has about the application process.

### **Allowable Deductions**

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**C. TRAINING INCOME EXCLUSIONS** [24 CFR 5.609(c)]

SMHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

SMHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. SMHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is SMHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

**1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)**

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program, or
- Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

### **Components Applicable to Training Programs**

In the program ,24 CFR 5.609 (c) (8)(v), the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

### **Who is Eligible for the Exclusion**

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

### **Verification**

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

### **Other Factors to Be Considered**

For self-employed residents, SMHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, SMHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

The resident is required to notify SMHA within 10 working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. SMHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify SMHA within 10 working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

**D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS**

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least \$500 in such TANF benefits and services as one-time payments, wage subsidies, and transportation assistance.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

**Initial Twelve-Month Exclusion:**

During the cumulative 12-month period the exclusion begins the 1<sup>st</sup> of the following month after the date the family member first experiences an increase in employment income, SMHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

**Second Twelve-Month Phase-in Exclusion:**

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, SMHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

**Maximum Four-Year Disallowance:**

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

**Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:**

If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, SMHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

**Applicability to Child Care and Disability Assistance Expense Deductions:**

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

### **Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)
- Date the family member has received a total of 12 months of the initial exclusion
- Date the 12-month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 months of the phase-in exclusion
- Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

SMHA will maintain a tracking system to ensure correct application of the earned income disallowance.

### **Inapplicability to Admission**

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission

(including the determination of income eligibility or any income targeting that may be applicable).

**E. INDIVIDUAL SAVINGS ACCOUNTS**

SMHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

**F. TRAINING PROGRAMS FUNDED BY HUD**

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

**G. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION**

Upon employment with SMHA or officially-recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

**H. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months, SMHA will:

Average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income

**I. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 90 days.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

**J. TEMPORARILY ABSENT FAMILY MEMBERS**

PHA's must count all income of every family member who is on the lease including those who are temporarily absent.

Count all regular pay, special pay and allowances of a member of the armed forces (whether or not living in the dwelling) who is head of the family or spouse.

Exclude the special hazardous duty pay when exposed to hostile fire.

In addition, PHA must count the income of the spouse of the head of household if that person is temporarily absent such as away at college or in the armed forces, even if that person is not on the lease.

**K. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, SMHA will calculate the Total Tenant Payment by:

1. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

OR

2. Including the income of the person permanently confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

**L. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every 4 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$300.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, SMHA will make inquiry of the family about contributions and gifts.

**M. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, SMHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

SMHA will accept as verification that the family is receiving an amount less than the award if:

- SMHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a copy of the divorce decree.

When a family reports less than the court awarded amount of alimony or child support the SMHA has an agreement with child support to verify actual child support payments for participants who sign a release of information, HUD Form 986. SMHA receives the documentation from child support via the fax machine or by regular mail

#### **N. LUMP-SUM RECEIPTS** [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing. Additionally, any deferred disability benefits that are received in a lump sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

An asset threshold of \$3,000 has been established by PHA to verify by third-party verification. This has been established because the asset to be verified is not a significant amount and would have minimum impact on the total tenant payment and the PHA is able to verify the asset through review of original documents provided by the tenant; or

An independent source does not have the capability of sending written third-party verification directly to PHA or does not facilitate oral third-party verification.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt; SMHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

### **Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered lump-sum payments, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

### **Prospective Calculation Methodology**

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the annual income at the time of the interim.
- SMHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
- At the next annual recertification, SMHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
- The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

### **Retroactive Calculation Methodology**

SMHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

SMHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the SMHA.

The family has the choice of paying this "retroactive" amount to SMHA in a lump sum.

At SMHA's option, SMHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

## **O. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

The funds in individual retirement savings accounts may be invested in a variety of financial instruments (e.g., CDs, stocks, bonds, or mutual funds). Owners of IRAs generally pay an annual fee for maintaining the accounts and may have to pay other fees, such as sales or transaction fees. These fees should be deducted from any income that the accounts generate when anticipated income is determined. Individuals may roll over amounts from employer-sponsored retirement account into IRAs after they leave a job. Consequently, when an individual withdraws money from an IRA, the money may or may not represent amounts invested by the owner.

#### **P. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

SMHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. SMHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

SMHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$500.00. If the total value of assets disposed of within the two-year period is less than \$500.00, they will not be considered an asset.

#### **Q. ASSETS**

Assets include anything that has monetary value. Some examples of assets include; savings and checking accounts, certificates of deposit (CDs), stocks, bonds, mutual funds, other investment accounts, life insurance policies that have a cash value, real property, personal property held as an investment, such as gems, jewelry, coin collections, antique cars, employer pension and retirement funds that are accessible to the family member while still employed, individual retirement accounts (IRAs), Keogh accounts, and similar retirement savings accounts, annuities and trusts. Necessary items of personal property, such as furniture, clothing, and automobiles are not assets. Rental properties are considered business assets only if real estate is a family member's main occupation. Otherwise they are considered personal property held as an investment.

**Accessible assets:** the amount of asset the family has access to use. A PHA must consider in determining to include as income; whether the asset held in a family member's name, whether the family member's social security number is associated with the asset, can a

family member withdraw funds from or sell the asset, does the asset and any income that it produces accrue to the benefit of a family member, is the family member responsible for paying taxes on income generated by the asset and does anyone else have access to the asset.

### **Determining Market Value of Assets**

The market value of an asset is its worth. Current amounts in savings accounts are used however, for checking accounts, the average balance for the last 6 months is used. Nominal amounts (under \$1,000), in a family's checking account that are required to meet the family's normal day-to-day needs is disregarded. The market value for a piece of real estate is the price the property would bring on the open market, which is usually referred to as the fair market price. Equity in real property or other capital investments is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable cost (such as broker fees) that would be incurred in selling the asset.

### **Determining the Cash Value of Assets**

The cash value of an asset is the verified market value minus any "reasonable costs" that would be incurred by a family in liquidating the asset or the amount the family would actually receive if it converted the asset to cash. Reasonable costs include; penalties for premature withdrawal of funds, broker and legal fees for selling assets or converting them to cash and settlement costs for real estate transactions.

Whole life and universal life policies typically have a cash value and the cash value available to an individual before death is considered an asset.

### **Determining Actual Anticipated Income from Assets**

HUD regulations do not require that the "full amount" of income from assets be included in annual income, only net income. In determining this, the following expenses can be deducted; the annual fee for an IRA, the monthly charge for a checking account, management or transaction fees for an investment account, or the cost of maintaining and managing a rental property.

The actual anticipated income from an interest-bearing savings or checking account is calculated by using the actual (current) interest rate paid by the bank or other financial institution at which the account is located, not the HUD passbook rate. The PHA will use an average value and rate of return over a six-month period for Investment accounts to calculate the income they generate.

### **Assets Owned Jointly**

Assets may be owned by more than one person. If any family member has unrestricted access to a jointly owned asset, the full value of the asset (and, by implication, any income it produces) should be counted.

### **Cash**

Some families do not maintain checking or savings accounts but keep their funds in the form of cash. Although cash generates not actual income, HUD rules require income to be imputed if the sum of all assets is greater than \$5,000. Nominal sums of cash (under \$1,000) required to meet a family's day-to-day needs is disregarded.

## **R. CHILD CARE EXPENSES**

Unreimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

In the case of an adult family member requiring child-care expenses and disability assistance expenses, the sum of both child-care and disability assistance expenses may not exceed the employment income of the family member enabled to work.

In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

If a tenant is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child care expense deduction.

The PHA may not decide either who will provide for a family's children or what type of care the children may have. The PHA may not refuse to give a family child-care expense deduction because there is an unemployed adult family member in the household that may be available to provide child-care.

### **The abuser in a documented child abuse situation, or**

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in SMHA's jurisdiction.

Allowability of deductions for child care expenses is based on the following guidelines:

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

To verify that the family member is actively seeking work, the PHA can request written or oral third-party verification from a local or state governmental agency that governs work-related activities. In the event the third-party verification is not available, the PHA may rely on tenant provided documents along with a notarized statement that indicates their efforts to seek employment.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

To verify childcare expenses to enable a family member to further his/her education, the PHA's verification must be sent to the Admissions, Registrar's Office, dean, counselor, advisor, etc. or from VA Office.

**Amount of Expense:** The PHA will survey the local child-care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

The hourly child-care rate in the local community is \$137.86 per infant for 40 hours as of April 2010.

#### **S. MEDICAL EXPENSES** [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.

Chiropractic services will not be considered allowable medical expenses.

#### **T. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.520]

##### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

### **Prorated TTP Calculation for Mixed Families**

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

### **Prorated Flat Rent for Mixed Families**

SMHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.

## **U. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

SMHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- fraud
- failure to participate in an economic self-sufficiency program
- noncompliance with a work activities requirement

However, SMHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

- A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

### **Verification Before Denying a Request to Reduce Rent**

SMHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The welfare agency, at the request of SMHA, will inform SMHA of amount and term of specified welfare benefit reduction for the family; reason for the reduction; and subsequent changes in term or amount of reduction.

### **Cooperation Agreements**

SMHA has an unwritten cooperation agreement in place with the local welfare agency that assists SMHA in obtaining the necessary information regarding welfare sanctions.

## **V. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will send the Utility Allowance Payment check to the utility company that provides the heat source for the family unit. The check will be made out to the utility company.

### Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter.

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that SMHA will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

### **W. EXCESS UTILITY PAYMENTS**

Residents in units where SMHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

### **X. CEILING RENTS**

Ceiling rents are a function of income-based rent. For all units where ceiling rents are applied, the lower of the total tenant payment or the ceiling rent will be applied. SMHA will ensure that its ceiling rents will be unit based and not applied to certain families or certain categories of families.

SMHA's methodology used to establish ceiling rents is described in the PHA Plan. Ceiling Rents have been suspended indefinitely.

### **Y. FAMILY CHOICE IN RENTS**

### **Authority for Family to Select**

SMHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. SMHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by SMHA.

### **Allowable Rent Structures**

#### **Flat Rents**

SMHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:

- Is based on the rental value of the unit, as determined by SMHA
- Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.
- SMHA's methodology used to establish flat rents is described in the PHA Plan and ACOP Addendum 2, pages 213-218.

SMHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.

#### **Income-Based Rents**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by SMHA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly income; or
- SMHA's Minimum TTP of \$25.00

### **Switching Rent Determination Methods Because of Hardship Circumstances**

In the case of a family that has elected to pay SMHA's flat rent, SMHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance
- An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items
- Such other situations as may be determined by the SMHA

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

### **Annual Reexamination**

At the time of annual reexamination, the family will be given a form from SMHA, on which the family will indicate whether they choose flat rent or income-based rent. The form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the family will fill out and return SMHA's form to certify family composition. This form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination will be conducted according to SMHA's policy.

## **Chapter 7**

### **VERIFICATION PROCEDURES**

[24 CFR, Part 5, Subpart B; 24 CFR 960.259]

#### **INTRODUCTION**

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by SMHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third-party verification was impossible to obtain. Applicants and program tenants must furnish proof of their statements whenever required by SMHA, and the information they provide must be true and complete.

The SMHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains SMHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when

there are changes in family members. SMHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries. The SMHA will maintain tenant files in an area that is secure and private.

**A. METHODS OF VERIFICATION AND TIME ALLOWED**

In accordance with 24 CFR 5.233 and 24 CFR 5.236, SMHA will verify information through the six levels of verification acceptable to HUD in the following order:

- Level 6 Upfront Income Verification** using HUD's Enterprise Income Verification (EIV) system (mandatory). This is not available for income verification of applicants.
- Level 5 Upfront Income Verification** using non-HUD system.
- Level 4 Written Third Party Verification**
- Level 3 Written Third Party Verification Form**
- Level 2 Oral Third Party Verification**
- Level 1 Tenant Declaration**

An EIV report will be pulled and reviewed for each family before or during mandatory annual and interim reexaminations to reduce tenant under reporting of income and improper subsidy payments.

**Upfront Income Verification Level 6/5:** A minimum of two current and consecutive pay stubs are to be provided by each resident to calculate annual income when there is no disparity and no disputed EIV information.

#### **Written Third Party Verification Level 4:**

An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

#### **Written Third Party Verification Form Level 3:**

Also known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). SMHA sends the form directly to the third party source by mail, fax, or email.

#### **Oral Third Party Verification Level 2:**

Independent verification of information by contacting the individual income/expense sources(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. SMHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method should be used in the event that the independent source does not respond to SMHA's faxed, mailed, or e-mailed request for information in ten (10) business days.

#### **Tenant Declaration Level 1:**

The tenant submits an affidavit or notarized statement of reported income and/or expenses to SMHA. This verification method should be used as a last resort when SMHA has not been successful in obtaining information via all other verification techniques. When SMHA has to rely on tenant declaration, SMHA must document in the tenant file why third party verification was not available.

### **B. RELEASE OF INFORMATION**

All adults, and head of house and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

Each member requested to consent to the release of information will be provided with a

copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by SMHA or HUD.

### **C. COMPUTER MATCHING**

When SMHA receives notification from HUD that a family has been sent an “income discrepancy” letter, SMHA will:

Wait 40 days after the date of notification before contacting tenant.

After 40 days following the date of notification, the PHA will contact the tenant by [mail/telephone/mail and telephone/other] asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

SMHA will fully document the contact in the tenant’s file, including a copy of the letter to the family.

When the family provides the required information, SMHA will verify the accuracy of the income information received from the family, review SMHA’s interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

**If the amount of rent owed to SMHA exceeds \$3000, SMHA may seek to terminate assistance.**

If tenant fails to respond to SMHA:

- SMHA will ask HUD to send a second letter.
- After an additional 40 days, SMHA will ask HUD to send a third letter.
- After an additional 40 days, SMHA will send a letter to the head of household, warning of the consequences if the family fails to contact SMHA within two weeks.

If tenant claims a letter from HUD was not received:

- SMHA will ask HUD to send a second letter with a verified address for the tenant.
- After 40 days, SMHA will contact the tenant family.
- If the tenant family still claims they have not received a letter, SMHA will ask HUD to send a third letter.

- After an additional 40 days, SMHA will set up a meeting with the family to complete IRS forms 4506 and 8821.
- If the tenant family fails to meet with SMHA or will not sign the IRS forms, SMHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with SMHA and/or sign forms

If tenant does receive a discrepancy letter from HUD:

- SMHA will set up a meeting with the family.
- If the family fails to attend the meeting, SMHA will reschedule the meeting.
- If the family fails to attend the second meeting, SMHA will send a termination warning.
- The family must bring the original HUD discrepancy letter to SMHA

If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:

- SMHA will ask the tenant to provide documented proof that the tax data is incorrect.
- If the tenant does not provide documented proof, SMHA will obtain proof to verify the Federal tax data using third party verification

#### **D. ITEMS TO BE VERIFIED**

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Zero income applicants and residents will be required to complete a family expense form at each certification or recertification interview.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

### **Legal Identity**

- U.S. citizenship/eligible immigrant status.

Families are required to provide verification of Social Security numbers for all family members prior to admission with the exception of the following:

Individuals who do not contend to have eligible immigration status.

Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.

Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN.

- Preference status, based upon SMHA's preferences.
- Marital status when needed for head or spouse definition.
- Disability for determination of preferences, allowances or deductions.

### **E. VERIFICATION OF INCOME**

This section defines the methods SMHA will use to verify various types of income.

#### **Employment Income**

SMHA will verify employment income and wages as specified in Chapter 7, Section A of this document.

#### **Social Security, Pensions, Supplemental Security Income (SSI), Disability Income**

SMHA will verify Social Security, Supplemental Security Income (SSI) and Disability Income as specified in Chapter 7, Section A of this document.

#### **Unemployment Compensation**

SMHA will verify Unemployment Compensation income as specified in Chapter 7, Section A of this document.

#### **Welfare Payments or General Assistance**

SMHA will verify Welfare Payments or General Assistance income as specified in Chapter 7, Section A of this document.

### **Alimony or Child Support Payments**

SMHA will verify Alimony or Child Support income as specified in Chapter 7, Section A of this document.

### **Net Income from a Business**

In order to verify the net income from a business, SMHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Family's notarized statement as to net income realized from the business during previous years.

SMHA may request the documentation identified in #4 above, regardless of the verification used.

### **Child Care Business**

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), SMHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

### **Recurring Gifts**

The family must furnish a notarized statement that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

### **Full-time College Students as Head of Household**

Verification of eligibility requires proof of age as required in Chapter 7, Verification Procedures, Verification of Legal Identity. Independent students must verify via independent third-party verification all amounts anticipated to be received outside of the family during the 12-month period following admission and the effective date of the annual reexamination. The independent full-time college student must provide evidence of having a separate household address that predates the student's application by a minimum of one year. Verification of student's financial independence must be completed by requesting a copy of the college student's Form 1040EZ, 1040A, or 1040 tax return for the prior year. The PHA may review the college student's parents' or guardians' tax return.

The college student must supply any information that the PHA or HUD determines

necessary in administration of the LIPH program.

The portion of any Athletic scholarship assistance available for housing costs must be verified with third-party income source and included in the determination of family adjusted income. Annual income does not include financial assistance from federal and state grants and/or loans, academic scholarships, and work study program wages paid directly to the student or the educational institution.

### **Verification of Income Exclusions**

SMHA will verify income exclusions as specified in Chapter 7, Section A of this document. Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head or household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the PHA governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, SMHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Nonrecurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Childcare arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain sub marginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgment funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic employment income (including gifts). This is defined as less than 4 months per year or under \$400.00 per year.

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

## **F. INCOME FROM ASSETS**

Acceptable methods of verification include:

### **Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or SMHA verification forms completed by the financial institution in accordance with Chapter 7, Section A of this document.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
2. IRS Form 1099 from the financial institution, provided that the SMHA must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

### **Net Rental Income from Property Owned by Family**

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

SMHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash) in accordance with Chapter 7, Section A of this document.

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the SMHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value when the individual disposing of an asset receives "important consideration not measurable in dollar terms" in receiving custody of child/children, automobile, etc.

**Asset threshold:** assets disposed of for less than Fair Market Value under \$1,000 will not be counted.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **Child Care Expenses**

Verifications will be made in accordance with Chapter 7, Section A of this document. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical and Disability Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. Medical verification that identify the family member's medical condition will be destroyed or given back to the resident. All expense claims will be verified by one or more of the methods listed below in accordance with Chapter 7, Section A of this document:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. SMHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

SMHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities**

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Attendant care may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities, and similar care.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

Auxiliary apparatus items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals and similar items. They may also include the cost of maintenance and upkeep for such items (e.g., the food and veterinary costs for a service animal).

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

If the disability expense enables more than one person to be employed, the incomes of all the persons must be combined to determine the ceiling on allowable expenses.

The eligible disability expenses must be anticipated-that is, they must be costs that a family expects to pay during the 12-month period following certification or reexamination. The expenses may not be reimbursed by an outside source, such as an insurance company. They may not be paid to any member of the assisted family and they must be reasonable.

Any information relating to the nature or extent of a person's disability, diagnosis or details of treatment for a disability or medical condition will not requested or kept in a tenant's file if received. If this information is received, it will be destroyed. The File Notes page and tenant's voucher will be annotated that an additional bedroom is required due to disability only.

### **Expenses That May Qualify As Either Medical Or Disability Assistance**

In elderly or disabled families, it is possible that the same expenses could be considered either a medical expense or a disability assistance expense. In situations like this, SMHA will consider the expense to be a medical expense.

## **I. VERIFYING NON-FINANCIAL FACTORS**

### **Verification of Legal Identity**

In order to prevent program abuse, SMHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Original Certificates of Birth, naturalization papers
- Church issued baptismal certificate (for adults 62 years and older)
- U.S. military discharge (DD 214)
- U.S. passport

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Original Certificates of Birth
- Adoption papers

- School records

### **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

- Official identification showing name
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of an established family relationship:

- Joint bank accounts or other shared financial transactions
- Leases or other evidence of prior cohabitation
- Credit reports showing relationship

### **Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

- Shelter for battered persons
- Police reports

- District Attorney's office

### **Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, SMHA will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
- Statements from other agencies such as social services that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

### **Verification of Change in Family Composition**

SMHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while SMHA's hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under

penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. SMHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, SMHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. SMHA's that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial SMHA does not supply the documents, SMHA must conduct the determination.

Extensions of Time to Provide Documents. SMHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)

- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

SMHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

**Verification of Social Security Numbers or benefits from Social Security Administration**

Social Security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

An original SSA-issued document, which contains the name and SSN of the individual; or

An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

When a participant requests to add a new household member, who is at least six years of age and has an assigned SSN, the participant must disclose the assigned SSN. The participant must provide the PHA with the proper documentation required by the PHA at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation within 90 days of the child being added to the household. If the family is unable to disclose and provide the evidence of the SSN within the 90 calendar days due to circumstance that could not have been reasonably foreseen and were outside the control of the family, an additional 90-day period can be granted.

During this time, the child is to be included as part of the assisted household and entitled to

all the benefits of being a household member during the allotted time for the family to comply with the /SSN disclosure and documentation requirements.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

### **J. VERIFICATION OF SUITABILITY FOR ADMISSION**

Sources to be used to determine suitability include but are not limited to:

- Criminal History Reports
- Prior landlord references
- Physicians, social workers, and other health professionals
- SMHA and Other PHA's (to whom the family may owe debt)

(See chapter on Eligibility.)

### **Ability to meet financial obligations under the lease**

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- All applicants will be interviewed and asked questions about the basic elements of tenancy.
- SMHA will access a Credit Report on all applicants prior to selection.
- SMHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.
- SMHA will independently verify the rent-paying history of all applicants for the previous 5 years directly with the landlord(s).
- Drug-related or violent criminal activity

SMHA will complete a criminal background check of all applicants including other adult members in the household, or any adult member for which criminal records are available.

### **Housekeeping**

SMHA will obtain references from prior landlords for the previous 5 years to determine acceptable housekeeping standards.

**K. VERIFICATION OF WAITING LIST PREFERENCES** [24 CFR 960.206]

Local Preferences

1. Veterans preference:

This preference is available to current members of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

SMHA will require U.S. government documents which indicate that the applicant qualifies under the above definition.

2. Involuntary Displacement

Families who claim they are being or have been displaced due to either a disaster or government action: written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

Families who claim they are being or have been displaced because of actions taken by the owner/agent of the unit the family is renting: Notification by owner to family of the action/ written verification by the owner or agent/documents such as sales agreements, foreclosure notices or building permits.

Families who claim they are being or have been displaced due to domestic violence:

Written verification from police, social service agency, court, clergyperson, physician, and/or public or private facility giving shelter and/or counseling to victims.

Displacement by HUD disposition of a project: Written verification from HUD.

3. Homeless Families as defined by HUD guidelines:

Definition of Homeless: Any individual or family who lacks fixed, regular & adequate nighttime residence and has a primary night time residence that is:

A supervised public or privately operated shelter designated to provide temporary living accommodations, including welfare hotels, congregate shelters and transitional housing.

A public or private place not designated or normally used as a regular sleeping place for humans.

A written certification by a public or private facility providing, shelter, the police, or a social services agency must be provided to SMHA.

4. Elevated Blood Level.

Families who have children under the age of seven and have elevated blood level

conditions equal to or exceeding 20 micrograms per deciliter (ug/dl)

5. Rent Burden: Paying more than 40% of income for rent:

Families will be required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in the unit.

Families must furnish copies of rental receipts the lease/canceled checks/money orders.

SMHA compares the address with address(es) used on other documents in the file.

At the family's option, SMHA can use either the actual cost of utilities or SMHA's Section 8 utility allowance schedule. To verify the amount the family actually paid for utilities not included in the rent (if the Section 8 Utility Allowance Schedule is not used):

Copies of receipts, canceled checks, bills showing previous utility payments

Verification must be provided for a minimum period of 3 months

Documentation of the amount of rent due must be provided for a period of 3 months.

## **Chapter 8**

### **TRANSFER POLICY**

#### **INTRODUCTION**

The transferring of families is a very costly procedure, both to SMHA and to the families. However, it is the policy of SMHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of SMHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing AMP" refers to the unit from which the family is moving and the "gaining AMP" refers to the unit to which the family is transferring.

#### **A. GENERAL STATEMENT**

Transfers from one unit to another will be approved solely in accordance with this Policy.

Transfers shall be made without regard to race, creed, color, gender, familial, status, disability or national origin.

Transfers between the same dwelling unit of equal size shall not take place except for transferring a non-handicapped family residing in a handicap accessible unit or allowing for a reasonable accommodation requested by a disabled family.

A family must reside in a unit for one year prior to requesting a transfer.

Transfers will only be made when residents have no delinquent rent, have good housekeeping habits, have not caused damage to the current unit being occupied and do not have long-standing charges remaining on their accounts, and have not violated any tenant obligations.

Transfer requests shall be placed on a master Transfer list in the order of the date the request was approved. All transfer requests shall be reviewed by the Executive Director or his/her designee.

Except in the instance of modernization activity, or in the case of an emergency, the family transferring from one unit to another is responsible for any costs associated with moving to the new unit.

It is the policy of SMHA to require or permit resident transfers, within and/or between public housing units for the following reasons:

**Emergency Transfers (Category 1):** are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by SMHA. Emergency transfers within sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of life threatening nature, or based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.

**Administrative Transfers (Category 2):** include transfers within or between sites to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, remove residents who are witnesses to a crime and may face reprisals (as documented by a law enforcement agency). These transfers shall take priority over new admissions.

**Administrative Transfers (Category 3):** within or between sites may be to correct occupancy standards (i.e. over/under housed conditions), or a family above the Established Income Range moving into a development below the Established Income Range, or vice versa. These transfers will not automatically take priority over new admissions.

- a) Category 3 administrative transfers will be processed with new admissions using a ratio of one transfer for every five new admissions. This ratio is discretionary and will be reviewed annually to determine its effects on the vacancy rate. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.
- b) When a head of household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is two (2) years of age. After 2, a Category 3 administrative transfer may be recommended.

A family may be request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

- Emergency
- Medical hardship and accessibility
- Underhoused (overcrowded)
- Overhoused
- Family above the Established Income Range moving into a development below the Established Income Range, or vice versa.

SMHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

## **B. ELIGIBILITY FOR TRANSFER**

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to SMHA, to substantiate their request, and must be in good standing with SMHA.

Except in emergency situations, transfers will be avoided when the family is:

- Delinquent in its rent;
- In the process of reexamination to determine rent and eligibility; or
- About to be asked to move for reasons other than non-payment of rent.
- Not in good standing with SMHA due to rental history or a history of disturbances.

SMHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

### **C. PRIORITY OF TRANSFERS**

The Transfer Waiting list will be maintained in rank order according to the following priorities:

#### **Emergency**

Executed within 48 hours of documentation, verification and approval

Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.

Ratio of transfers to waiting list applicants not applicable

Emergency transfers are initiated by SMHA

#### **Medical hardship and accessibility**

Executed as units become available of documentation, verification and approval.

Transfer will be within the housing AMP unless appropriate unit is not available to meet the family's needs within the AMP.

Ratio of transfers to waiting list applicants not applicable.

Medical hardship and accessibility transfers are initiated by SMHA and/or written family request.

#### **Underhoused (Overcrowded)**

Executed when family's name reaches the top of transfer list and authorized unit available.

Transfer will be within the housing AMP unless size and type of unit required does not exist within that AMP's inventory.

Ratio shall be one transfer for every five move-ins from the public housing waiting list.

Transfers are initiated by SMHA and/or written family request.

#### **Overhoused**

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing AMP unless the size and type of unit required does not exist within that AMP's inventory.

Ratio shall be one transfer for every three move-in(s) from the public housing waiting list.

Transfers are initiated by SMHA and/or written family request.

Family above the Established Income Range moving into a development below the Established Income Range, or vice versa.

Executed when the first family on the transfer list above the EIR is needed to move into a development below the EIR, or vice versa.

SMHA offers incentives for families above the EIR to move into a development below the EIR (and vice versa) as described in the PHA Plan.

SMHA will not take any adverse action against any transfer family above the EIR declining an offer by SMHA to move into a development below the EIR, and vice versa, except that SMHA has the right to uniformly limit the number of transfer offers.

#### **D. MOVING COSTS**

The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or when the transfer is due to the need of SMHA, will pay all moving costs related to the transfer.

In the case of transfers due to threat of violence, SMHA will determine on a case-by-case basis whether the resident shall be responsible for moving costs.

#### **E. SECURITY DEPOSITS**

Security deposits will only be transferred from the losing unit to the gaining unit when the transfer takes place within the same AMP.

Security deposits will not be transferred from the losing AMP to the gaining AMP and will be treated in the same manner as if the resident had moved out for transfers that take place between AMPs.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment. The office of the losing AMP is responsible for collecting any maintenance charges due SMHA.

## **F. PROCESSING TRANSFERS**

Transfers will be processed as follows.

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both projects carry the resident on their books at the same time.

Both losing and gaining AMPs involved must have a definite agreement as to when the losing AMP will move the resident out and the gaining AMP will move the resident in.

### **Losing AMPs**

Transfers to other AMPs will be processed in the same manner as move-outs. The name of the transferred resident and the name of the AMP s/he transferred to, with other required information, will be reported as a transfer move-out on the Monthly Report.

### **Gaining AMPs**

Transfers from other AMPs will be processed in the same manner as move-ins, including a new lease. The name of the transferred resident and the name of the AMP s/he transferred from, with other required information, will be reported as a transfer move-in on the Monthly Report.

The transferred resident, between public housing AMPs, does not have to meet the admission eligibility requirements pertaining to income or preference.

## **G. TRANSFER REQUEST PROCEDURE**

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Asset Manager will evaluate the request to determine if a transfer is justified.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the bedroom size desired.

The resident will be informed of the security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

NOTE: A transfer will require good coordination and communication between the gaining and losing AMPs.

## **H. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

A resident will pay the same rent at the gaining AMP as s/he paid at the losing AMP during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining AMP to be effective the first of the month following the month of the transfer.

SMHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

## **I. REEXAMINATION DATE**

The date of the transfer does not change the reexamination date.

The losing AMP will send the family's file to the gaining AMP once they have been notified that the family has accepted the unit and before the family is leased up.

To reduce vacancy time, the losing AMP may fax the required information to the gaining AMP, if requested, while the family's file is en route to the gaining AMP.

## **Chapter 9**

### **LEASING**

**[24 CFR 966.4]**

## **INTRODUCTION**

It is SMHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and SMHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

## **A. LEASE ORIENTATION**

Upon execution of the lease, a SMHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

The family must attend an orientation before taking occupancy of the unit.

### **Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of SMHA's lease and grievance procedure
- A copy of the House Rules

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges

- Provisions of the Lease
- Family Choice of Rents
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service
- HUD mandated use of EIV in its entirety
- HUD new national repository of debts to PHAs or Section 8 landlords and adverse information of former participants

## **B. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

## **C. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of SMHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and SMHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current SMHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one SMHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to

occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by SMHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to SMHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

SMHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **D. ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by SMHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, SMHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by SMHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry;

Resident is awarded custody of a child over the age for which juvenile justice records are available;

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions that may be subject to screening, depending

on SMHA discretion:

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement, are exempt from the pre-screening process.

4. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to SMHA occupancy standards, SMHA will not approve the addition.
5. SMHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list.
6. Residents who fail to notify SMHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by SMHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].
7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify SMHA of the move-out within 14 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

SMHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

8. The resident may not allow visitors to stay overnight more than 14 consecutive days in a twelve, month period.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of SMHA who has been evicted to occupy the unit for any period of time.

Residents must advise SMHA when they will be absent from the unit for more than 14 days and provide a means for SMHA to contact the resident in the event of an

emergency. Failure to advise SMHA of extended absences is grounds for termination of the lease.

**E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**

[24 CFR 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant, SMHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under SMHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

SMHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

**F. UTILITY SERVICES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to SMHA is a violation of the lease and is grounds for eviction.

**G. SECURITY DEPOSITS**

**Security Deposit**

New tenants must pay a security deposit to SMHA at the time of admission.

The amount of the security deposit required is specified in the lease.

SMHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of SMHA. However, no less than one-half of the required deposit must be paid before occupancy.

The remainder of the deposit must be paid within 90 days.

SMHA will hold the security deposit for the period the tenant occupies the unit.

SMHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

SMHA will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address.

SMHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, SMHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to SMHA. All keys to the unit must be returned to the Management upon vacating the unit.

SMHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, SMHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

### **Pet Deposit**

See chapters on pet policy.

## **H. RENT PAYMENTS**

The tenant rent is due and payable at SMHA-designated location on or before the 5<sup>th</sup> working day of every month. If the 5<sup>th</sup> working day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If SMHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the tenant must notify the Management no later than 5 business days before the payment is due.

The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

**I. FEES AND NONPAYMENT PENALTIES**

If the tenant fails to make payment by the 5<sup>th</sup> working day of the month, and SMHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the 5<sup>th</sup> working day of the month, a late fee of \$25.00 will be charged.

A charge of \$35.00 will be assessed against the tenant for checks, which are returned for non-sufficient funds (NSF), or checks written on a closed account.

SMHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

Any rent payment received will be applied to the oldest rent charges in the resident's account with the exception of debts currently under a payment agreement.

**J. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

**K. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and hand delivered to the dwelling unit, and/or mailed by first class mail to the tenant.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

**L. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

## **M. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **Initial Inspections**

SMHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by SMHA and the tenant, will be kept in the tenant file.

### **Vacate Inspections**

SMHA Inspection Department will access the Vacate Report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. SMHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists SMHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

The resident is encouraged to participate in the move-out inspection.

### **Annual Inspections**

SMHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies :

There are three or more Level 2 (major) deficiencies.

There are six or more Level 1 (minor) deficiencies.

If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given 14 days to correct noted items, after which a follow-up inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by SMHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by SMHA.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

### **Quality Control Inspections**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which SMHA can be of service to the family.

SMHA Inspection staff will conduct quality control inspections on all units

where repairs were made to vacant units generated by move-out inspections

that are under general contract maintenance or contracted out to low bid contractors

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

### **Special Inspections**

Management staff may request the Asset or Assistant Asset Manager to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review SMHA operations periodically and as a part of their monitoring may inspect a sampling of SMHA's inventory.

### **Other Inspections**

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing management staff, including SMHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### Emergency Repairs are Required to be Completed in Less than 24 Hours

Items considered to be an emergency in nature and require immediate (less than 24 hour) response include, but are not limited to:

- Lock-out (with proper identification of resident)
- Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that can cause flooding or damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Units with elderly residents in which the SMHA-owned air conditioner or heater (seasonal) or refrigerator is inoperable
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by SMHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" in this chapter.)

### **Entry of Premises Notices**

SMHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

SMHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

If no person is at home, Asset or Assistant Asset Manager or another staff member will enter the unit and conduct the inspection.

Where SMHA is conducting regular annual examinations of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons SMHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call SMHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

SMHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. SMHA may request verification.

### **Non-Inspection Emergency Entry**

SMHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

### **Family Responsibility to Allow Inspection**

SMHA must be allowed to inspect the unit at reasonable times with reasonable notice. 48 - hour written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail. The family must call SMHA at least 24 hours before the inspection date to reschedule the inspection, if necessary.

SMHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. SMHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and SMHA will notify the family of its intended action.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

### **Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 30 working days by housing management staff.

If the family fails to comply with the reinspection it can result in lease termination.

### **Tenant Damages**

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

## **Chapter 10**

### **PET POLICY – ELDERLY/DISABLED PROJECTS [24 CFR Part 5, Subpart C]**

#### **INTRODUCTION**

SMHA have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains SMHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled projects. The rules adopted are reasonably related to the legitimate interest of SMHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of SMHA.

The purpose of this policy is to establish SMHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

#### **ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household
- That the animal has been trained to assist with the specified disability

#### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by SMHA management.

The pet owner must submit and enter into a Pet Agreement with SMHA.

#### **Registration of Pets**

Pets must be registered with SMHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Dogs and cats must be spayed or neutered.

Execution of a Pet Agreement with SMHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### **Refusal to Register Pets**

SMHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If SMHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

SMHA will refuse to register a pet if:

- The pet is not a *common household pet* as defined in this policy;
- Keeping the pet would violate any House Pet Rules;
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- SMHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify SMHA and agree to abide by all of the pet rules in writing.

### **B. STANDARDS FOR PETS**

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except one.

Pet rules will not be applied to animals that assist persons with disabilities.

### **Persons with Disabilities**

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705]

To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;

- That the animal has been trained to assist with the specified disability; and
- That the animal actually assists the person with the disability.

### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident.

Tenants are not permitted to have more than one *type* of pet.

1. Dogs

Maximum number: 1  
Maximum adult weight: 30 pounds  
Must be housebroken  
Must be spayed or neutered  
Must have all required inoculations  
Must be licensed as specified now or in the future by State law and local ordinance

2. Cats

Maximum number: 1  
Must be declawed  
Must be spayed or neutered  
Must have all required inoculations  
Must be trained to use a litter box or other waste receptacle  
Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number: 1  
Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 25 gallons  
Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: 1  
Must be enclosed in an acceptable cage at all times  
Must have any or all inoculations as specified now or in the future by State law or local ordinance

### **C. PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by SMHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

**D. DESIGNATION OF PET/NO-PET AREAS**

The following areas are designated no-pet areas:

SMHA Management Offices

SMHA Community Room

**E. ADDITIONAL FEES FOR PETS**

Beginning July 1, 2008, tenants with animals must pay a pet fee.

The resident/pet owner shall be required to pay a non-refundable fee for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

An initial payment of \$25.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments in an amount no less than \$25.00 until the specified fee has been paid.

For those residents who had a Pet Deposit that was paid prior to July 1, 2008 the old deposit rules apply. SMHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

SMHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, SMHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by SMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

**F. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

### **G. PET WASTE REMOVAL CHARGE**

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by SMHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

The tenant shall be billed for such costs as a current charge.

### **H. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

### **I. NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

### **J. CLEANLINESS REQUIREMENTS**

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

### **K. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

#### **L. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

#### **M. INSPECTIONS**

SMHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

#### **N. PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has 30 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

#### **O. NOTICE FOR PET REMOVAL**

If the resident/pet owner and SMHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by SMHA, SMHA may serve notice to remove the pet.

The Notice shall contain:

- A brief statement of the factual basis for SMHA's determination of the Pet Rule that has been violated;
- The requirement that the resident /pet owner must remove the pet within 14 days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

#### **P. TERMINATION OF TENANCY**

SMHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **Q. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if SMHA after reasonable efforts cannot contact the responsible party, SMHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

#### **R. EMERGENCIES**

SMHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

- If it is necessary for SMHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

- This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

## **Chapter 11**

### **PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS**

**[24 CFR Part 960, Subpart G]**

#### **INTRODUCTION**

This Chapter explains SMHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of SMHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of SMHA.

The purpose of this policy is to establish the SMHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

#### **A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES**

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705]

The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

#### **B. STANDARDS FOR PETS**

##### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed immediately from the unit

2. Cats

Maximum number: 1

Must be declawed

Must be spayed or neutered

Maximum adult weight: 10 pounds

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed from the unit immediately

3. Birds

Maximum number 1

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size 25 gallons

Must be maintained on an approved stand

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT considered "common household pets":

- Domesticated dogs that exceed 30 pounds. (Animals certified to assist persons with disabilities are exempt from this weight limitation).

- Vicious or intimidating pets. Dog breeds including [pit bull/rottweiler/chow/boxer/ Doberman/Dalmatian/German shepherd] are considered vicious or intimidating breeds and are not allowed.
- Animals who would be allowed to produce offspring for sale.
- Wild, feral, or any other animals that are not amenable to routine human handling.
- Any poisonous animals of any kind.
- Fish in aquariums exceeding 25 gallons in capacity.
- Non-human primates.
- Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- Pot-bellied pigs.
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- Snakes or other kinds of reptiles.

### **C. REGISTRATION OF PETS**

Pets must be registered with SMHA before they are brought onto the premises.

Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet:

- has received all inoculations required by State or local law
- has no communicable disease(s) (and)
- is pest-free.

Registration must be renewed and will be coordinated with the annual reexamination date.

Each pet owner must display a “PetPermit” sticker, provided by SMHA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### **Refusal to Register Pets**

If SMHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

SMHA will refuse to register a pet if:

- The pet is not a “common household pet” as defined in this policy;
- Keeping the pet would violate any House Rules;
- The pet owner fails to provide complete pet registration information;
- The pet owner fails to update the registration annually;

SMHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with the provisions of the lease.

The notice of refusal may be combined with a notice of pet violation.

### **D. PET AGREEMENT**

Residents who have been approved to have a pet must enter into a Pet Agreement with SMHA.

The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:

Agree that the resident is responsible and liable for all damages caused by their pet(s).

All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

Tenants are prohibited from feeding stray animals.

The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

No animals may be tethered or chained outside or inside the dwelling unit.

When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25.00. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately.

Pet owners must take precautions to eliminate pet odors.

The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and SMHA accepts no responsibility for pets so removed.

That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **E. DESIGNATION OF PET-FREE AREAS**

The following areas are designated as no-pet areas:

- SMHA playgrounds
- SMHA day care centers
- SMHA management offices
- SMHA community centers
- SMHA recreation center areas

#### **F. PETS TEMPORARILY ON THE PREMISES**

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

#### **G. NON-REFUNDABLE PET FEE**

Beginning July 1, 2008, tenants with animals must pay a non-refundable pet fee of \$100.00 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

For those residents who had a Pet Deposit that was paid prior to July 1, 2008 the old deposit rules apply. The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.

An initial payment of \$25.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments will be paid in an amount not less than \$25.00 until the specified pet fee has been paid.

SMHA reserves the right to change or increase the required non-refundable pet fee by amendment to these rules.

All reasonable expenses incurred by SMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project if applicable

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

Non-Refundable Pet Fee are not a part of rent payable by the resident.

#### **H. ADDITIONAL PET FEES**

SMHA does require a non-refundable nominal fee.

SMHA reserves the right to change or increase the required pet fee by amendment to these rules.

#### **I. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$25.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

#### **J. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

**K. CLEANLINESS REQUIREMENTS**

**Litter Box Requirements.** All animal waste or the litter from litter boxes shall be emptied, daily by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.

Litter boxes shall be stored inside the resident's dwelling unit.

**L. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

**M. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**N. INSPECTIONS**

SMHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

**O. PET RULE VIOLATION NOTICE**

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has 30 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

**P. NOTICE FOR PET REMOVAL**

If the resident/pet owner and SMHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted SMHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for SMHA's determination of the Pet Rule that has been violated;

The requirement that the resident/ pet owner must remove the pet within 30 days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

**Q. TERMINATION OF TENANCY**

SMHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

**R. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if SMHA after reasonable efforts cannot contact the responsible party, SMHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

#### **S. EMERGENCIES**

SMHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for SMHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

## **Chapter 12**

### **REEXAMINATIONS**

**[24 CFR 5.613, 24 CFR 5.615, 24 CFR Part 960 Subpart C]**

#### **INTRODUCTION**

HUD requires that SMHA all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for SMHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but SMHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines SMHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members have submitted their Social Security numbers or have proper documentation on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

## **B. ANNUAL REEXAMINATION**

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

The annual recertification date will not change.

### **Reexamination Notice to the Family**

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, SMHA will provide the notice in an accessible format. SMHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

### **Methodology**

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, SMHA will use the following methodology for conducting annual recertifications:

To schedule the specific date and time of appointments in the written notification to the family.

### **Persons with Disabilities**

Persons with disabilities, who are unable to come to SMHA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information**

The family is required to complete a *Personal Declaration Form* prior to all annual and interim recertification interviews.

### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members

If the head of household is unable to attend the interview:

The appointment will be rescheduled.

### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 2 days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements, SMHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, SMHA will

Terminate tenancy for the family.

Exceptions to these policies may be made by the Asset Manager, if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### **Documents Required from the Family**

In the notification letter to the family, SMHA will include instructions for the family to bring the following:

- Documentation to substantiate any deductions or allowances
- Personal Declaration Form completed by head of household

- Documentation to verifying compliance with community service by all non-exempt adults
- Signed third party verification forms

### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a *family* or as the *remaining member* of a family;
- The unit size required by the family;
- The amount of rent the family should pay.

### **Changes in the Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

#### **Tenant Rent Increases**

If tenant rent, increases, thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

#### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by SMHA.

If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective the first of the following month that the family reported the change. If necessary, SMHA will run another HUD 50058 as an annual recertification.

### **C. REPORTING INTERIM CHANGES**

Families must report all changes in household composition to SMHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain SMHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, the Asset or Assistant Asset Manager will complete an application for continued occupancy and reverify, using the same procedures the Asset or Assistant Asset Manager staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by SMHA of the family member being added to the lease.

#### **Interim Reexamination Policy**

##### **Increases in Income to Be Reported**

Families paying flat rent are not required to report any increases in income or assets.

Families must report all increases in income/assets of all household members to SMHA in writing within 14 calendar days of the occurrence.

##### **Increases in Income and Rent Adjustments**

SMHA will process rent adjustments for all increases in income, which are reported between regularly scheduled recertifications.

##### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

SMHA's process the rent adjustment unless SMHA confirms that the decrease in income will last less than 30 calendar days.

**D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

SMHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

**Definition of "Covered Family":**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of "Imputed Welfare Income":**

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by SMHA, based on written information supplied to SMHA by the welfare agency, including:

- The amount of the benefit reduction
- The term of the benefit reduction

- The reason for the reduction
- Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

### **Verification Before Denying a Request to Reduce Rent**

SMHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

SMHA will rely on the welfare agency's written notice to SMHA regarding welfare sanctions.

### **Cooperation Agreements**

SMHA has an unwritten cooperation agreement in place with the local welfare agency that assists SMHA in obtaining the necessary information regarding welfare sanctions.

SMHA has taken a proactive approach to culminating an effective working relationship between SMHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

SMHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

### **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and SMHA denies the family's request to modify the amount, SMHA will provide the tenant with a notice of denial, which will include:

- An explanation for SMHA's determination of the amount of imputed welfare income.

- A statement that the tenant may request a grievance hearing.
- A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be the SMHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.
- A statement that if the tenant requests a grievance hearing, the tenant will not be required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

#### **E. OTHER INTERIM REPORTING ISSUES**

An interim reexamination will be scheduled for families with zero income every 90 days.

##### **PHA Errors**

If SMHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

#### **F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

##### **Standard for Timely Reporting of Changes**

SMHA requires that families report interim changes to SMHA within ten working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within three working days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, in the time period requested by SMHA, it will be considered untimely reporting.

##### **Procedures When the Change is Reported in a Timely Manner**

SMHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month

in which the change is reported.

The change will not be made until the third party verification is received.

### **Procedures When the Change Is Not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

SMHA may not execute a payment agreement if the payback is so much that it will take the family longer than 18 months to complete the agreement.

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by SMHA and not retroactively.

### **Procedures when the Change is not Processed by SMHA in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by SMHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by SMHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

### **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by SMHA. The family must inform SMHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

SMHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the

notice must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify SMHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

### **Increase in Family Size**

SMHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation.
- Addition of a minor who is a member of the nuclear family who had been living elsewhere.
- Addition of a PHA-approved live-in attendant.
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### **Definition of "Temporarily/Permanently Absent"**

SMHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. SMHA will evaluate absences from the unit in accordance with this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, SMHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify SMHA before they move out of a unit in accordance with the lease and to give SMHA information about any family absence from the unit.

Families must notify SMHA if they are going to be absent from the unit for more than 7 consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, SMHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without SMHA's permission, for more than 7 consecutive days, the unit will be considered to be vacant and SMHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, SMHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the SMHA can verify that the person was unable to notify SMHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, SMHA may reinstate the family as an accommodation if requested by the family.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 6 consecutive months a 12 month period except as otherwise provided in this Chapter.

### **Absence Due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, SMHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member

will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with SMHA's "Absence of Entire Family" policy.

### **Absence Due to Incarceration**

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, SMHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the SMHA's occupancy guidelines.

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, SMHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, SMHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

SMHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When SMHA approves a person to reside in the unit as caretaker for the child(ren), the

income of the caretaker should be counted pending a final disposition. SMHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

### **Visitors (See Chapter on Leasing)**

Any adult not included on the HUD 50058 who has been in the unit more than 15 consecutive days, or a total of fifteen cumulative days in the month will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or SMHA staff will be considered in making the determination.

SMHA will consider:

- Statements from neighbors and/or SMHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and SMHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 30 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the tenant family, the person must have been previously approved by SMHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

SMHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

SMHA shall grant exceptions from the occupancy standards if the family requests and SMHA determines the exceptions are justified according to this policy.

SMHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

SMHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

## **J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). SMHA may no longer offer temporary deferral of termination (see Chapter on "Lease Terminations").

## **Chapter 13**

### **LEASE TERMINATIONS**

[24 CFR 966.4]

#### **INTRODUCTION**

SMHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes SMHA's policies for notification of lease termination and provisions of the lease.

#### **A. TERMINATION BY TENANT**

The tenant may terminate the lease by providing SMHA with a written 30 days advance notice as defined in the lease agreement.

#### **B. TERMINATION BY SMHA**

Termination of tenancy will be in accordance with SMHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease

shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter 16 on Community Service, including the notice on suspension of the community service requirement for fiscal year 2002.

The lease may be terminated by SMHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by SMHA for the benefit and well being of the housing project and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, SMHA will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. SMHA will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that SMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;

Discovery after admission of facts that made the tenant ineligible;

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

Failure to accept SMHA's offer of a lease revision to an existing lease that is on a form adopted by SMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Other good cause.

### **C. NOTIFICATION REQUIREMENTS**

SMHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.

The notice shall contain a statement describing the resident's right to meet with the Asset Manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

### **Disclosure of Criminal Records to Family**

Before SMHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

### **Timing of the Notice**

If SMHA terminates the lease, written notice will be given as follows:

- At least 14 calendar days prior to termination in the case of failure to pay rent;
- A reasonable time, according to State law, considering the seriousness of the situation:
- If the health or safety of other residents, SMHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
- If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
- If any member of the household has been convicted of a felony.
- At least thirty days prior to termination in all other cases.

SMHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

### **Criminal Activity**

SMHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

SMHA will terminate assistance of participants in cases where SMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where SMHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

SMHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 3 months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past 10 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 10 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of SMHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, SMHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

SMHA will not waive this policy.

#### **D. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the Asset Manager at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by SMHA indefinitely.

#### **E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

[24 CFR 5.514]

If SMHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

### **Chapter 14**

## **COMPLAINTS, GRIEVANCES AND APPEALS**

## **INTRODUCTION**

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of SMHA. This Chapter describes the policies to be used when families disagree with SMHA's decision. It is the policy of SMHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the SMHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

### **A. COMPLAINTS**

SMHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone or in person to the Asset or Assistant Asset Manager or Maintenance Department.

**Complaints from families.** If a family disagrees with an action or inaction of SMHA, complaints will be referred to the Asset Manager. Complaints regarding physical condition of the units may be reported by phone to the Maintenance Department.

**Complaints from staff.** If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Asset Manager.

**Complaints from the general public.** Complaints or referrals from persons in the community in regard to SMHA or a family will be referred to the Asset Manager.

### **B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet SMHA's admission standards, or where SMHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to SMHA within 10 working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, SMHA will provide an informal hearing within 15 working days of receiving the request. SMHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by SMHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to SMHA determinations that affect applicants.

### **C. APPEALS BY TENANTS**

Grievances or appeals concerning the obligations of the tenant or SMHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of SMHA, which is in effect at the time such grievance or appeal arises.

(See SMHA's Grievance Procedure contained in this chapter.)

### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while SMHA hearing is pending but assistance to an applicant may be delayed pending the SMHA hearing.

### **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, SMHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with SMHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give SMHA a copy of the appeal and proof of mailing or SMHA may proceed to deny or terminate. The time period to request an appeal may be extended by SMHA for good cause.

The request for a hearing must be made within fourteen days of receipt of the notice offering

the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members SMHA will:

- Deny the applicant family.
- Terminate the participant.

If there are eligible members in the family, SMHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## **E. GRIEVANCE PROCEDURES**

### **Applicability**

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or SMHA employees, or

Any drug-related criminal activity *on* or *off* such premises.

### **Pre-Hearing Procedures**

#### **Informal Conference Procedures**

Any grievance shall be presented in writing to SMHA office or to the Asset Manager office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within a reasonable time, not past the first working day after the 10th day of the action or failure to act that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within ten working days, a summary of this discussion will be given to the complainant by an SMHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

#### Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 5<sup>th</sup> working days of the delivery of the summary of the informal meeting.

The request for a hearing must be presented to SMHA's central office department.

The request must specify the reason for the grievance request and the relief sought.

#### Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 5 working days, s/he waives his/her right to a hearing, and SMHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest SMHA's disposition in an appropriate judicial proceeding.

#### Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 3 working days in advance of the scheduled hearing time or the complainant waives their right

to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

SMHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. SMHA must be notified within 7 working days of the scheduled time if special accommodations are required.

### **Selection of Hearing Panel**

A grievance hearing shall be conducted by an impartial person or persons appointed by SMHA other than the person who made or approved SMHA action under review, or a subordinate of such person.

### **Procedures to Obtain a Hearing**

#### **Informal Prerequisite**

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing panel may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

#### **Escrow Deposit**

Before a hearing is scheduled in any grievance involving an amount of rent SMHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, the complainant shall pay to SMHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

SMHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest SMHA's disposition of the grievance in any appropriate judicial proceeding.

#### **Scheduling**

If the complainant complies with the procedures outlined above, a hearing shall be scheduled, by the hearing panel promptly within 10 working days at a time and place

reasonably convenient to the complainant and SMHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate SMHA official.

### **Hearing Procedures**

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records and regulations of SMHA that are relevant to the hearing with at least a 72 hour notice to the main office prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by SMHA at the hearing.

SMHA shall also have the opportunity to examine and to copy at the expense of SMHA all documents, records and statements that the family plans to submit during the hearing to refute SMHA's inaction or proposed action. Any documents not so made available to SMHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by SMHA, and to confront and cross-examine all witnesses upon whose testimony or information SMHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing panel determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or SMHA fails to appear at the scheduled hearing, the hearing panel may:

postpone the hearing for a period not to exceed 10 working days.

make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter SMHA must sustain the burden of justifying SMHA's action or failure

to act against which the complaint is directed.

The hearing shall be conducted by the hearing panel, as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The hearing panel shall require SMHA's complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

SMHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

### **Decisions of the Hearing Panel**

The hearing panel shall give SMHA and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. SMHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing panel shall be binding on SMHA, which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 5 working days prior to the next Board meeting. SMHA Commissioners' decision will be mailed to the complainant with 15 working days following the Board meeting, and so notifies the complainant that:

The grievance does not concern SMHA action or failure to act in accordance with or involving the complainant's lease or SMHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and SMHA.

A decision by the hearing panel or SMHA Commissioners in favor of SMHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

### **Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a SMHA notice of termination of tenancy, and the hearing panel upholds SMHA action, SMHA shall not commence an eviction action until it

has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the hearing panel having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

## **Chapter 15**

### **FAMILY DEBTS TO THE PHA**

#### **INTRODUCTION**

This Chapter describes SMHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is SMHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the SMHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to SMHA, SMHA will make every effort to collect it. SMHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus

#### **A. PAYMENT AGREEMENT FOR FAMILIES**

A Payment Agreement as used in this Plan is a document entered into between SMHA and a person who owes a debt. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the SMHA upon default of the agreement.

The maximum amount for which SMHA will enter into a payment agreement with a family is \$3,000.

The maximum length of time SMHA will enter into a payment agreement with a family is 18 months.

The minimum monthly amount of monthly payment for any payment agreement is \$10.00.

SMHA may enter into a repayment agreement for a debt over \$3,000.00 and longer than 18 months if it is determined to be economically beneficial to both SMHA and the resident.

### **Late Payments**

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, SMHA will:

Pursue civil collection of the balance due

Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

### **Payment Schedule for Monies Owed to SMHA**

Initial Payment Due

<u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
[ <u>5</u> % to <u>15</u> % ]	0 - \$500	3 - 6 months
[ <u>20</u> % to <u>30</u> % ]	\$501 - \$1,000	6 - 10 months
[ <u>35</u> % to <u>50</u> % ]	\$1,001 - \$3,000	12 - 18 months

SMHA may accept other initial payment terms if it is economically beneficial to both SMHA and the resident.

There are some circumstances in which SMHA may not enter into a payment agreement. They are:

If SMHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 18 months to repay.

## **Guidelines for Payment Agreements**

Payment agreements will be executed between SMHA and the head of household and spouse.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Asset Manager.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

A natural disaster

## **Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to SMHA:

**Additional amounts owed by the family will be added to the existing payment agreement.**

## **B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

### **Family Error/Late Reporting**

Families who owe money to SMHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

### **Program Fraud**

If a family owes an amount, which equals or exceeds \$ 10,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, SMHA will refer the case for criminal prosecution.

### **Record Retention**

All Public Housing Program files will be kept for five years following termination. Tenant files that owe a debt to SMHA will have a 15 year retention period.

## **C. WRITING OFF DEBTS**

Debts will be written off if:

The Asset or Assistant Asset Manager sends the Security Deposit Disposition out to the former resident within thirty days from the move-out date of the resident. The Security Deposit Disposition lists any

amount due for unpaid rent or damages after the Security Deposit is subtracted. If a balance is due SMHA, the tenant has 30 days to pay the account balance before the account is turned over to a collection agency. All accounts outstanding after 30 days are turned over to the collection agency.

The Asset or Assistant Asset Manager compiles the following information on the former resident and submits to the collection agency:

- Name and last known address
- Copy of Security Deposit Disposition
- Copy of lease
- Social Security Number
- Copy of original tenant application
- Copy of tenant's employment verification or source of income

The Asset Manager maintains a log of all accounts referred to the collection agency.

The collection agency sends a statement of all accounts referred to them monthly as well as a statement of amounts collected from the debtors. FABCO retains 40% of amounts collection by the collection agency and SMHA receives 60%.

The collection agency shall attempt to collect the entire outstanding balance or negotiate reasonable payment arrangement with debtors.

A quarterly status report on the collection activities of debtor is sent to SMHA. We will not write-off any account until all measures to collect the monies due have been exhausted. Each quarter these accounts that are non-collectable will be written-off.

## **Chapter 16**

### **COMMUNITY SERVICE**

[24 CFR Part 960 Subpart F and 24 CFR 903.7(1)]

#### **A. REQUIREMENT**

Each adult resident of SMHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

## **B. EXEMPTIONS**

SMHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

SMHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

SMHA will permit residents to change exemption status during the year if status changes.

## **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, SMHA's definition includes any of the following:

Activities as approved by SMHA on a case-by-case basis.

SMHA will give residents the greatest choice possible in identifying community service

opportunities.

SMHA will consider a broad range of self-sufficiency opportunities.

#### **D. ANNUAL DETERMINATIONS**

For each public housing resident subject to the requirement of community service, SMHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

SMHA will verify compliance annually. If qualifying activities are administered by an organization other than SMHA, SMHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

#### **E. NONCOMPLIANCE**

If SMHA determines that a resident subject to the community service requirement has not complied with the requirement, SMHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under SMHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

SMHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless SMHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

#### **Ineligibility for Occupancy for Noncompliance**

SMHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for

any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

#### **F. PHA RESPONSIBILITY**

SMHA will ensure that all community service programs are accessible for persons with disabilities.

SMHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by SMHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

#### **G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

SMHA's Community Service program is described in the PHA Plan.

SMHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.

### **GLOSSARY**

#### **I. TERMS USED IN DETERMINING RENT**

##### **ANNUAL INCOME (24 CFR 5.609)**

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income

when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

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

*NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

#### **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.)

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu]  
Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32 )(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and

vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **II. GLOSSARY OF HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COVERED FAMILIES.** The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

**DISABLED PERSON.** See **Person with Disabilities.**

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISALLOWANCE.** Exclusion from annual income.

**DISPLACED FAMILY.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents

to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**FAMILY.** The applicant must qualify as a family as defined by the PHA.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "IHA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME-BASED RENT.** The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**OCCUPANCY STANDARDS.** [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

## **PERSON WITH DISABILITIES**

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol

dependence (for low income housing eligibility purposes)

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PREVIOUSLY UNEMPLOYED.** Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

**QUALIFIED FAMILY.** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts

owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The marriage partner of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

**VERY LOW INCOME FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. **"Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.**

### **III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

## **VERIFICATION PROCEDURES**

Applicants and program participants must provide true and complete information to SMHA whenever information is requested. SMHA's verification requirements are designed to maintain program integrity of its procedures and standards for verification of preferences, income, assets, allowable deductions, family status, changes in family composition and other factors that affect the determination of adjusted income or income-based rent. SMHA will obtain proper authorization from the family before requesting information from independent sources. SMHA will maintain tenant files in an area that is secure and private.

In accordance with 24 CFR 5.233 and 24 CFR 5.236, SMHA will verify information through the six levels of verification acceptable to HUD in the following order:

**Level 6**      **Upfront Income Verification** using HUD’s Enterprise Income Verification (EIV) system (mandatory). This is not available for income verification of applicants.

**Level 5**      **Upfront Income Verification** using non-HUD system.

**Level 4**      **Written Third Party Verification**

**Level 3**      **Written Third Party Verification Form**

**Level 2**      **Oral Third Party Verification**

**Level 1**      **Tenant Declaration**

An EIV report will be pulled and reviewed for each family before or during mandatory annual and interim reexaminations to reduce tenant under reporting of income and improper subsidy payments.

**Upfront Income Verification Level 6/5:** A minimum of two current and consecutive pay stubs are to be provided by each resident to calculate annual income when there is no disparity and no disputed EIV information.

#### **Written Third Party Verification Level 4:**

An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

#### **Written Third Party Verification Form Level 3:**

Also known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). SMHA sends the form directly to the third party source by mail, fax, or email.

#### **Oral Third Party Verification Level 2:**

Independent verification of information by contacting the individual income/expense sources(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. SMHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method should be used in the event that the independent source does not respond to SMHA's faxed, mailed, or e-mailed request for information in ten (10) business days.

#### **Tenant Declaration Level 1:**

The tenant submits an affidavit or notarized statement of reported income and/or expenses to SMHA. This verification method should be used as a last resort when SMHA has not been successful in obtaining information via all other verification techniques. When SMHA has to rely on tenant declaration, SMHA must document in the tenant file why third party verification was not available.

#### **RELEASE OF INFORMATION**

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. This form must be signed annually by all adult family members.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

**Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.**

**Family Assets**

SMHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash). An asset less than the threshold of \$3,000 can be verified by review of the original documents provided by the tenant because of the insignificant amount, the minimum impact on the total tenant payment and it would not be cost effective to incur bank verification fee and/or use SMHA administrative staff time to facilitate third-party verification

**Medical/Disability Assistance Expense**

SMHA will not inquire about the nature or extent of a person's disability. SMHA will not inquire about a person's diagnosis or details of treatment for a disability or medical condition. Any verification of this type will not be placed in tenant's file and will be locked in the Asset or Assistant Asset Manager's office. If an extra bedroom is required due to a person's disability this fact will be noted on Voucher and File Notes only.

**Tenant Files**

All tenant files will be kept in the Asset or Assistant Asset Manager's locked filing cabinet or locked office and will not be accessible for use other than by authorized persons.

**LOW INCOME PUBLIC HOUSING**

SMHA will maintain the following records for at least 3 years, but no longer than five years after the resident is terminated and the family no longer participates in the Low Income Housing Program. Records will be properly destroyed by shredding after the five years expire.

- (1) A copy of the executed lease;
- (2) The application from the family.
- (f) The PHA must keep the following records for at least three years:
  - (1) Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
  - (2) An application from each ineligible family and notice that the applicant is not eligible;
  - (3) HUD-required reports;
  - (4) Unit inspection reports;
  - (5) Accounts and other records supporting PHA budget and financial statements for the program;
  - (6)) Records to document the basis for PHA determination for the amount of rent:  
and

(7) Other records specified by HUD.

## **ENTERPRISE INCOME VERIFICATION POLICY/PROCEDURE**

### **LOW INCOME PUBLIC HOUSING PROGRAM**

The Enterprise Income Verification System provides Public Housing Authorities (PHAs) with information supplied from State Wage Income Collection Agencies and the Social Security Administration. Quarterly Wage information, bi-weekly Unemployment Benefit information and Social Security benefits information are provided through a data matching process for household covered by a 50058 form submitted to HUD. A report is run for families assisted under the Low Income Housing Program as required by HUD regulations. Springfield Metropolitan Housing Authority (SMHA) has incorporated the EIV System into its business practices using this system when determining income information at recertification and interim rent changes. It is very important that participants under the Low Income Housing Program disclose all income sources. SMHA also has a computer matching arrangement with Clark County Human Services and Clark County Child Support. Clark County Human Services has a program much like HUD's EIV System whereby they match income data from other sources.

SMHA will not take any adverse action against participants solely based on computer matching information. No family will be terminated as a result of information produced by the EIV System until: (a) the tenant has received notice from SMHA of its findings and informing the tenant of the opportunity to contest such findings and (b) either the notice period provided in applicable regulations of the program, or 30 days, whichever is later, has expired. (See 24 CFR Part 5.236)

SMHA will allow for the family to sign a repayment agreement if the family cannot provide evidence to contest the findings. In the event the family cannot contest the findings and refuses to sign the promissory note or fails to make monthly payments, the family's participation in the Low Income Housing Program will be terminated after the family has been offered the right to an informal hearing.

The EIV data is safeguarded in the tenant files. The tenant files will not be left out on desks in unsecured areas. No one will have access to these files unless they have a "need to know." Only authorized staff will have access to EIV data.

EIV tenant data should only be used to verify a tenant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and may result in the imposition of civil or criminal penalties on the responsible person or persons.

### Privacy Act Considerations:

The designated staff will assure that a copy of Form HUD 9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years old or older and is in the household file. By signing this form, the tenant authorizes HUD and the PHA to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, and the SSA.

### Limiting Access to EIV Data :

SMHA restricts access to EIV data only to persons whose duties or responsibilities require access. The PHA maintains a record of users who have approved access to EIV data. The PHA revokes the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.

EIV data is handled in such a manner that it does not get misplaced or available to unauthorized personnel.

### Physical Security Requirements:

SMHA uses a combination of methods to provide physical security for EIV data. These include, but are not limited to, locked containers of various types, locked rooms that have reinforced perimeters, and a locked building with a security code. The EIV data may also be maintained in locked metal file cabinets within a locked room. In addition, designated staff will establish and maintain a key control log to track the inventory of keys available, the number of keys issued and to whom the keys are issued for each employee and contractor who have been given a key to their locked office.

Random security checks will be performed by administrators during office hours and at closing to verify security procedures are being adhered to.

Access to the areas where EIV is maintained will be limited during regular work hours. This is accomplished by the use of locked office space. This controls the movement of individuals and eliminates unnecessary traffic through these critical areas and reduces the opportunity for unauthorized disclosure of EIV data.

The restricted areas must be cleaned only during regular office hours or in the presence of an employee with authorized access.

SMHA mandates that all computers will not be left unattended with EIV data on the screen.

### Reporting Improper Disclosures:

SMHA's recognition, reporting, and disciplinary action in response to security violations are

crucial to successfully maintaining the security and privacy of the EIV system. The security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User Ids and passwords. Upon the discovery of a possible disclosure of EIV information or another security violation by a PHA employee or any other person, the individual making the observation or receiving the information should contact SMHA's Security Officer and/or the Field Office's Office of the Public Housing Director. SMHA's Security Officer or designated staff will document all improper disclosure in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

#### Conducting Security Awareness Training:

- SMHA will ensure that all users of EIV receive training in EIV security policies and procedures at the time of employment and at least annually afterwards.
- SMHA will maintain a record of all personnel who attended the training.
- SMHA will communicate security information and requirements to appropriate personnel using various methods including discussions at group and managerial meetings.
- SMHA will distribute all User Guides and Security Procedures to personnel using EIV data.

#### Reporting Improper Disclosures:

- SMHA will report any evidence of unauthorized access or known security breaches to the Executive Director and the HUD Field Office.
- SMHA will document all improper disclosures in writing.
- SMHA will report all security violations of whether the security violation was intentional or unintentional.

#### Safeguards Provided by the Privacy Act:

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

- Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
- Allow individuals to prevent the records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without their consent;
- Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
- Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information;
- Permit exemption from the requirements the Act only where an important

- public policy need exists as determined by specific statutory authority; and
- Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

Memorandum

To: Members of the Board of Commissioners

From: Anita Perrin, Director of Assisted Housing

Date: January 20, 2004

Re: Resolution #1322 – Recommendation to Establish Flat Rents for the Public

Housing Units Effective April 1, 2004

HUD regulations require that SMHA develop flat rents for each of the housing developments. The flat rents provide another choice for rent calculation other than the percentage of income formula (30% of monthly-adjusted income or 10% of monthly gross income). The flat rents allow residents who have higher incomes to pay the flat rent rather than taking 30% of the monthly-adjusted income or 10% of monthly gross income and paying more.

HUD requires that flat rents be calculated by taking into consideration the following: location of property; quality; unit size and type; age of property; amenities at the property; housing services; and maintenance and utilities provided by SMH.A.

The residents will be offered the choice of paying the income-based rent or the flat rent at move-in or re-examination. If the resident's income goes down while paying the flat rent, the resident can opt to switch to an income-based rent during the year.

SMHA sent a letter to each tenant requesting comments on the flat rents established. No comments were directed against the flat rent.

Recommendation: Adopt Resolution 1322 to authorize the adoption of Flat Rents for each SMHA Public Housing Development.

Approved \_\_\_\_\_  
Barbara A. Stewart  
Executive Director

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**RESOLUTION NUMBER 1322**

**Establishing Flat Rents for the Public Housing Units**

**WHEREAS**, HUD regulations require that flat rents be established for the Public Housing units; and

**WHEREAS**, the SMHA desires to be in compliance with HUD regulations and has developed flat rents for the Public Housing units,

**NOW, THEREFORE, BE IT RESOLVED** by the Springfield Metropolitan Housing Authority Board of Commissioners that the attached flat rent schedule be implemented as of April 1, 2004.

**BE IT FURTHER RESOLVED** that the Admissions and Occupancy be revised to incorporate the attached flat rents.

\_\_\_\_\_  
Barton N. Laywell, Chair

January 20, 2004  
Date

\_\_\_\_\_  
Barbara A. Stewart, Executive Director

January 20, 2004  
Date

## **FLAT RENT PROCESS**

### **Policy:**

The Springfield Metropolitan Housing Authority (SMHA) has set a flat rent for each public housing unit. The flat rents determined for the Public Housing units are based on the market rent charged for comparable units in the private, unassisted rental market.

### **Procedure:**

SMHA considered the size and type of the unit, location, quality, present condition and age of property, amenities, housing services, maintenance and utilities provided by the PHA when the flat rents were determined. SMHA used Section 8 rent reasonableness data to establish flat rents for the Public Housing units and adjusted for differences between the

units.

Old Lincoln Park (previously 21-1) has 210 row house units built in 1965. The area has a high density of low-income families. The families pay the gas and electric utilities. SMHA reviewed market rents in the area and took into consideration the condition of the units to establish the flat rents.

Cole Manor (21-22) has zero- and one-bedroom units and one two-bedroom unit. All utilities are provided by SMHA for the 152 unit high rise located in an area that has a mixture of property owners and renters. The location is convenient to stores, banks, and a hospital. We allowed a 5% increase from the rents allowed for Old Lincoln Park.

Grayhill Apartments (21-23), Murray Street Apartments (21-24), and Woodford Apartments (21-22) have one- and two-bedroom apartments with the utilities paid by SMHA. The present condition, quality, and location of the units were considered in establishing the flat rents.

Hugh Taylor Apartments (21-25) and Robert C. Henry Homes (21-24), both high-rise buildings, have the utilities provided by SMHA. The flat rent established for Hugh Taylor is 5% higher than the flat rent established for Grayhill Apartments. The single two-bedroom unit's flat rent was only raised 3% from Grayhill's two-bedroom flat rent due to the security factor of the Hugh Taylor apartment.

Robert C. Henry Homes (21-24), built in 1983, are located in a suburb of Springfield. The neighborhood is comprised of primary owner-occupied homes. The flat rent was developed by allowing a 7% increase from Hugh Taylor's (21-25) one-bedroom units.

Scattered Sites (previously 21-4) flat rents were developed for the units located at Klobdenz, Perry, Robinson, and Sherman to mirror Old Lincoln Park's (previously 21-1) family units. The units are very similar in quality, condition of units, location, and age. The exception is the Morgan Street apartments that are comprised of single units and are in a better location.

Scattered Sites (previously 21-7) are single homes built in lower income areas with the exception of Third, Warren and Villa. The location of the units was the primary factor in developing the flat rents for these units.

Scattered Sites (previously 21-9, previously 21-12, and previously 21-14) are all single units built in higher income areas with the exception of Fair and Hillcrest, both in (previously 21-14). The flat rents were based primarily on location.

Scattered Sites (previously 21-11 and previously 21-13) are single rehabbed units located throughout the City of Springfield. The flat rents mirror (previously 21-7) three bedroom flat rents.

Once a year, SMHA will offer families the choice between a flat rent and an income-based rent. SMHA will provide sufficient information for families to make an informed choice.

The information provided will include the right of the family to switch due to financial hardship and the dollar amount of the rent under each option. A fact sheet about the formula rents that explains types income counted or excluded and the categories allowances can be deducted from income will be provided to the family.

Families who choose the flat rent will be required to recertify every three years however, SMHA will review family composition and community service annually. SMHA will provide an income-based rent amount based on the family's request at any time and for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

SMHA will explain to the family that SMHA will review the flat rents annually for each development to ensure that the flat rents continue to mirror market rent values. The family will be asked at recertification to sign a certification accepting or declining the flat rent.

## **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

### **FLAT RENTS**

#### **AMP 21-22**

#### **Cole Manor:**

#### Utilities Included in Rent

0 Bedroom - \$362

1 Bedroom - \$424

2 Bedrooms - \$466

#### **Woodford:**

#### Utilities Included in Rent

1 Bedroom - \$404

2 Bedrooms - \$444

**AMP 21-23**

Grayhill Homes:

Utilities Included in Rent

1 Bedroom - \$404

2 Bedrooms - \$444

Robinson, Klobdenz, Perry units:

Family pays gas and electric utilities

2 Bedrooms - \$410

3 Bedrooms - \$435

4 Bedrooms - \$460

5 Bedrooms - \$485

Duquesne, Cherokee, Shawnee,  
Innisfallen units:

Family pays gas and electric utilities

2 Bedrooms - \$468

3 Bedrooms - \$497

1717 Springmont, Hillcrest, 1633  
Allison, 465 N. Race, 1515 Maiden  
Lane, 304 W. Western, 508 Bechtle  
units:

Family pays gas and electric utilities

3 Bedrooms - \$488

**AMP 21-24**

Henry Homes units:

Utilities Included in Rent

1 Bedroom - \$476

Murray Street units:

Utilities Included in Rent

1 Bedroom - \$404

2 Bedrooms - \$444

Sherman units:

Family pays gas and electric utilities

2 Bedrooms - \$410

3 Bedrooms - \$435

4 Bedrooms - \$460

5 Bedrooms - \$485

306 Chestnut, 440 June/Warren, 873 E.  
Northern, 1427 Villa, Highland,  
Magnolia, Third units:

Family pays gas and electric utilities

2 Bedrooms - \$459

3 Bedrooms - \$488

Hartley, Coachhill units:

Family pays gas and electric utilities

2 Bedrooms - \$468

3 Bedrooms - \$497

25 E. Cecil, 563 E. Norther, 316 E.  
Third, 328 Warren, Lambers, Prospect,  
Woodglen units:

Family pays gas and electric utilities

3 Bedrooms - \$488

**AMP 21-25**

Morgan units:

Family pays gas and electric utilities

2 Bedrooms - \$410

3 Bedrooms - \$435

4 Bedrooms - \$460

5 Bedrooms - \$485

Hugh Taylor units:

Utilities Included in Rent

1 Bedroom - \$445

2 Bedrooms - \$480

2506 Lexington, 2627 Lagonda, 621 S.

Lowry, 1661 Hillside, Gladden,

Greenbriar, Mound, Buckeye units:

Family pays gas and electric utilities

2 Bedrooms - \$459

3 Bedrooms - \$488

1803 Portage Path, 743 Kenton, 2223

Gerald, 114 W. Auburn, 20 W. State,

124 E. Rose, 208 Sturgeon, 1715

Wittenberg E., 607 Monaco, 365 N.

Douglas, 2020 Portage Path, 2016

Sturgeon, 632 E. Grand, 304 Fair St.,

Fostoria units:

Family pays gas and electric utilities

3 Bedrooms - \$488

Virginia, Selma units:

Family pays gas and electric utilities

2 Bedrooms - \$468

3 Bedrooms - \$497

## SPRINGFIELD METROPOLITAN HOUSING AUTHORITY

### Memorandum

To: Members of the Board of Commissioners

From: Barbara A. Stewart, Executive Director

Date: August 29, 2003

**Re: Resolution #1309 - Recommendation to approve amendment to the Public Housing Lease Agreement and approve the Community Service Policy - Addendum to Admissions and Continued Occupancy Policy**

The Department of Housing and Urban Development and Congress (HUD) has reinstated the community service requirements for adult non-exempt public housing residents, which was previously suspended. HUD required all housing authorities to notify its public housing residents in writing that the community service requirements were reinstated. The notification to residents had to occur no later than July 31, 2003 and

SMHA met this requirement.

Any proposed changes to the public housing lease, requires a thirty-day comment period allowing the residents to express their concerns in writing. The community service notification also notified the residents of the thirty-day comment period. The thirty-day comment period has elapsed and as of the preparation of this packet no comments have been forwarded to me from the Property Managers.

Recommendation: Adopt Resolution #1309 to approve amendment to the Public Housing Lease Agreement and approve the Community Service Policy (Addendum to Admissions and Continued Occupancy Policy)

Approved by:

Barbara A. Stewart  
Executive Director

## **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

### **RESOLUTION NUMBER 1309**

#### **Approving Amendment to the Public Housing Lease Agreement and Approving the Community Service Policy (Addendum to Admissions & Continued Occupancy Policy)**

**WHEREAS**, the Community Service Requirement mandated by Congress has been reinstated and every non-exempt adult public housing resident will be required to perform Community Service; and

**WHEREAS**, the Springfield Metropolitan Housing Authority currently has a Lease Agreement that does not require its adult residents to perform community service; and

**WHEREAS**, the SMHA would like to amend the existing Lease Agreement to include the community service requirement and implement the lease addendum; and

**WHEREAS**, the SMHA would also like the attached Community Service Policy – Addendum to Admissions & Continued Occupancy Policy (ACOP) to be approved;

**NOW, THEREFORE, LET IT BE RESOLVED** that the Springfield Metropolitan Housing Authority Board of Commissioners approves the attached Community Service Policy; and

**BE IT FURTHER RESOLVED**, that the Board of Commissioners approves the attached lease amendment with implementation of the attached Lease Amendment to be effective September 1, 2003.

\_\_\_\_\_  
Sandra L. Gaier, Chair

8/29/03  
Date

\_\_\_\_\_  
Barbara A. Stewart, Executive Director

8/29/03  
Date

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**  
**COMMUNITY SERVICE POLICY**  
**(Addendum to Admissions and Continued Occupancy Policy)**

GENERAL REQUIREMENTS

As a part of the Quality Housing and Work Responsibility Act of 1998, Congress imposed a requirement that all adult residents of federally funded public housing, unless specifically exempted, must perform community service activities or participate in an economic self-sufficiency program to remain eligible for public housing assistance. Therefore, the federal public housing lease now contains a provision that all non-exempt residents must:

- Contribute eight (8) hours per month of community service (not including political activity); or
- Participate in an economic-self sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours each month of combined community service and self-sufficiency activities.

## **DEFINITIONS:**

Community Service: For the purpose of this policy, community service is the performance of voluntary work or duties for the public benefit that serve to improve the quality of life and /or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Community service activities include but are not limited to, improving the physical environment of the resident's development; volunteer work in a local school, hospital or childcare center; working with youth organizations; or helping neighborhood groups on special projects. By federal statute, political activity is not an eligible form of community service.

Economic Self-Sufficiency Program: For the purpose of this policy, an economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include, but are not limited to: programs for proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work, including substance abuse or mental health treatment.

## **NOTIFICATION OF RESIDENTS**

The Springfield Metropolitan Housing Authority will notify all residents of the new community service requirement before the implementation of this policy. This notification will include an explanation of the program and will list the categories of individuals who are exempt from performing community service activities. The notification will describe the verification that will be required to establish an exemption. Definitions and examples of community service and economic self-sufficiency activities will be part of the notice.

The notification will also advise families when their community service obligation will begin. Non-exempt residents will be required to begin performing community service at their first lease renewal date following the adoption of this policy or sooner if mandated by HUD.

## **EXEMPTIONS:**

The following residents over the age of eighteen are exempt from this requirement:

- 1) Resident household members who are age 62 years or older;
- 2) Resident household members who are blind or disabled as defined in the Social Security Act (Section 216(i)(1) or Section 1614 of the Social Security Act (42 USC 416(i) (1);1382c) and who certify that because of this disability they are

unable to comply with the service provisions.

**The Social Security Act defines disability as the “inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than twelve months.”**

Blindness is defined as “central visual acuity of 20/200 or less in the better eye with the use of correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purpose of this paragraph as having central visual acuity of 20/200 or less”

- 3) Resident household members who are the primary care giver of a blind or disabled individual as described in paragraph 2;
- 4) Resident household members who are engaged in a work activity as defined under section 407 (d) of the Social Security Act (42 USC 607 (d), as in effect on and after July 1, 1997),  
specified below:

Work activities are:

- § Unsubsidized employment;
- § Subsidized private-sector employment;
- § Subsidized public-sector employment;
- § Work experience, including work associated with refurbishing, publicly; assisted housing, if sufficient private sector employment is not available;
- § On-the-job training;
- § Job search and job readiness assistance;
- § Community service programs;
- § Vocational educational training (not to exceed twelve months with respect to any individual);
- § Job-skills training directly related to employment;
- § Education directly related to employment for a resident who has not received a high school diploma or a certificate of high school equivalency;
- § Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence for a resident who has not completed high school or received such a certificate; and

§ The provision of childcare services to an individual who is participating in a community service program.

- 5) Resident household member of a family who are exempt from work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a State-administered welfare-to-work program;
- or
- 6) Resident household member of a family receiving TANF assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act (42 USC 601 et seq.); or under any other state welfare program in Ohio, including a State-administered welfare-to work program, and is in compliance with all provisions of that program.

In accordance with HUD guidelines, persons eligible for a disability deduction in rent are not automatically exempt from the community service requirement.

### **INITIAL DETERMINATION OF EXEMPTION**

For the first year after the implementation of this policy a comprehensive information sheet describing the community service requirement will accompany the letter sent to each head of household asking them to come into the development management office to begin the Resident Status Review (RSR) process. The notice will describe the exemptions and outline the verification required to establish each exemption. The head of household will be asked to provide the required verification to the property manager during the ninety-day status review period.

All applicants will be provided with an information sheet describing the community service/self-sufficiency requirement at the time they make their application. At the time the lease is signed, the Property Manager will again provide the head of household with the community service information sheet. The head of household will be asked to declare which household members are exempt from community service and provide the appropriate verifications.

In order to establish an exemption the following verification must be provided:

- 1) Age 62 or over. Any birth certificate or proof of age already submitted by the resident to establish age or achieve eligibility for occupancy as a person 62 or older shall be deemed sufficient verification.
- 2) Disability or blindness. Receipt by a household member of Social Security

Disability or SSI benefits is deemed proof of disability under this policy. A household member whose application for disability benefits is pending shall be deemed disabled unless and until a denial of the application is received. Any resident who believes they meet the definition of disability included in this policy may submit a statement from their treating physician providing the staff with facts that will assist them in determining whether the resident is disabled within the definition applicable under this policy. If a resident does not meet this definition but still believes that he or she is unable to perform community service the resident may apply for a reasonable accommodation. Residents who are determined to be exempt because of blindness or disability shall also sign a statement certifying that they are unable to comply with the community service requirement because of the blindness or disability.

- 3) Primary caregiver of a disabled or blind person. A statement from the person being cared for or his or her guardian affirming that the resident seeking exemption acts as the primary caregiver and the period during which he or she is expected to continue in that role shall be adequate verification.
- 4) Engaged in work activity. The verification of employment income provided to the Springfield Metropolitan Housing Authority for rent determination shall be adequate for this purpose. Verification of participation in job training or other qualifying program must be submitted by the providing organization or school by mail or facsimile.
- 5) Exempt from work activity under state welfare program. Verification of the exemption should be obtained from the welfare department by facsimile or mail.
- 6) Member of a family who receives assistance from a state welfare program and is in compliance with that program. Verification of receipt of program assistance and compliance should be obtained from the welfare department by mail or facsimile.

The Asset or Assistant Asset Manager will make a determination of the exempt status and notify the resident. If the resident disagrees with the determination, he or she may file a grievance under the Springfield Metropolitan Housing Authority's Grievance Procedures outlined in the Admissions and Continued Occupancy Policy (ACOP).

The exemption status for each household member will be entered on the client worksheet. Families with non-exempt members will receive a list of community service and self-sufficiency opportunities.

### **CONTINUING DETERMINATION OF EXEMPTION AND COMPLIANCE**

Each year, as a part of the Resident Status Review, the Asset or Assistant Asset Manager will determine whether each non-exempt household member has complied with the community service requirement and whether each exempt household member continues

to be exempt.

Included with the letter, requesting the head of household to come to the office for the status review, will be a reminder to the resident compliance with and/or exemption from community service will be determined as a part of this status review. Attached to this letter will be a list of exemption categories; a reminder that certain exemptions from the community service requirement must be reviewed annually; and a description of the documentation needed to support each exemption will be attached to the letter. Also included will be a Verification of Compliance form for each household member who was required to perform community service. These forms must be completed and returned to the Asset or Assistant Asset Manager at least thirty (30) days before the lease term expires. The form includes confirmation of:

- § the number of hours of community service/self-sufficiency work completed,
- § the type of work completed,
- § the community organization where the work was completed,
- § the signature, name, title, address and phone number of the person supervising completion of the work.

At the time of the status review the Asset or Assistant Asset Manager will reconfirm the exemption status of each household member. The head of household may provide the Asset or Assistant Asset Manager with the required documentation for any change in status claimed by an adult family member. The Asset or Assistant Asset Manager will reconfirm the following exemption categories annually:

- § Blindness or disability.
- § Primary caregiver.
- § Engaged in work activity.
- § Exempt from work activity under state welfare program.
- § Exempt through receipt of assistance, benefits or services from a state welfare program  
and in compliance with all provisions of the program.

If a household member becomes exempt from the community service requirement during a lease term and informs the Asset or Assistant Asset Manager so that the exemption can be verified, he or she shall be exempt from performing community service for the entire year. Unemployed residents, for example, may request an exemption if they find work or start a job training program. If a resident is determined by SMHA to become exempt during the year, he or she will be excused from the entire 96-hour requirement. There is no obligation for a resident to report a change in status for exempt to non-exempt between regular status reviews. If a resident previously determined to be exempt becomes non-exempt during a lease term, he or she is not required to report the change in status to the manager until the next status review.

If the household is found to be in compliance with the community service/self sufficiency requirement as well as all other requirements for continuing occupancy, the lease will be

automatically renewed. An annual lease signing process is not necessary.

### NON-COMPLIANCE

If SMHA determines that a non-exempt resident has not complied with the community service requirement/self-sufficiency requirement, the Asset or Assistant Asset Manager must notify the head of household of the noncompliance in writing. This notification must also inform the resident that:

- § the determination of non-compliance is subject to SMHA's grievance procedure;
- § unless the resident enters into an agreement to cure or the non-compliant adult no longer resides in the unit, the lease of the family of which the noncompliant adult is a member shall not be renewed; and
- § the resident has the opportunity to cure the noncompliance during the next (12) twelve-month period.

To take advantage of the statutory opportunity to cure, the noncompliant adult and the head of the household must sign an agreement stating that the noncompliant adult will complete, over the next (12) twelve-month term of the lease, the additional hours of community service or economic self-sufficiency activity needed to reach the required total of (96) ninety-six hours for the prior year. These additional hours must be performed in addition to the (96) ninety-six hour requirement for the current lease year.

As is required by law, continued non-compliance will result in the commencement of eviction proceedings against the entire household, unless the non-compliant family member is no longer part of the household.

### DOCUMENTATION

The Asset or Assistant Asset Manager must retain documentation of community service participation and/or exemption in the resident's file.

At lease signing for new residents or at the Resident Status Review for current residents, the Asset or Assistant Asset Manager must ensure a Certification of Exemption Status form is completed for each adult household member claiming an exemption from the community service/self-sufficiency requirement. Supporting documentation will be requested of the resident to verify exempt status and copies of the verification will be retained in the file.

At the time of the annual Resident Status Review, the head of household is responsible

for ensuring that the appropriate authority completes a Verification of Compliance form for every non-exempt household member. This form will also be maintained in the resident file. This verification must be mailed or faxed to SMHA.

### GRIEVANCE PROCEDURE

Upon filing a written request, as provided in SMHA's grievance procedure, any resident who disagrees with SMHA's action or failure to act in accordance with the Community Service Policy shall be entitled to a grievance hearing in accordance with SMHA's Admissions and Continued Occupancy Policy (ACOP).

### PROHIBITION AGAINST THE REPLACEMENT OF EMPLOYEES

In implementing the community service requirement, SMHA will not substitute community service for work ordinarily performed by public housing employees or replace a job at any location where community work requirements are performed.

### THIRD-PARTY COORDINATING

SMHA intends to exercise its option to administer the community service/self-sufficiency requirement through one or more of the following alternatives:

- § directly administer some qualifying community service and economic self-sufficiency activities;
- § make such activities available through a contractor; or
- § make such activities available through partnerships with qualified organizations, including resident organizations and community agencies or institutions.

Approved by SMHA Board of Commissioners:

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**RESOLUTION NUMBER 1522**

**Approving Revision to Public Housing Utility Allowance**

**WHEREAS**, appropriate HUD regulations require that a resident not pay more than 30 percent of their income for rent and utilities; and

**WHEREAS**, Public Housing Authorities must review the utility allowance schedules annually or when there is a change in rates of at least 10%; and

**WHEREAS**, the Springfield Metropolitan Housing Authority upon review has found a change in cost of at least 8% for natural gas; and

**WHEREAS**, the Springfield Metropolitan Housing Authority last revised the Public Housing Utility Allowances in July 2007 and desires to be in compliance with these requirements;

**NOW, THEREFORE, LET IT BE RESOLVED**, by the Springfield Metropolitan Housing Authority Board of Commissioners that the attached Public Housing utility allowance schedules be implemented as of July 1, 2010.

**BE IT FURTHER RESOLVED** that the Admission and Occupancy Policy be revised to incorporate the new utility allowance schedules.

\_\_\_\_\_  
Lamar D. Burch, Chair

June 15, 2010  
Date

\_\_\_\_\_  
Barbara A. Stewart, Executive Director

June 15, 2010  
Date



**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY  
101 EAST HIGH STREET  
SPRINGFIELD, OH 45502  
(937) 325-7331**

**PUBLIC HOUSING**

**UTILITY RATES FOR 2011**

**Utility Rates effective 7/1/11 (annual recertifications and move-ins):**

**The following are the utility allowances for Public Housing effective July 1, 2011.**

**Multi Family Dwelling/Row-Type frame with brick – Type A**

<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>\$79.00</b>	<b>\$107.00</b>	<b>\$117.00</b>	<b>\$140.00</b>

**Single Family Dwelling/Detached frame and/or brick - Type B**

<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>\$77.00</b>	<b>\$117.00</b>	<b>\$123.00</b>	<b>\$130.00</b>

**Single Family Dwelling/ New Carlisle – Type C**

<b>2 BR</b>	<b>3 BR</b>
<b>\$43.00</b>	<b>\$65.00</b>

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**RESOLUTION NUMBER 1411**

**Approving Addendum to Public Housing Lease**

**WHEREAS**, appropriate HUD regulations allow Public Housing Authorities the right to send Utility Allowance Payments directly to the utility company (see CFR982.541b); and

**WHEREAS**, the Springfield Metropolitan Housing Authority desires to be in compliance with HUD regulations; and

**WHEREAS**, the Springfield Metropolitan Housing Authority upon review has decided to proceed with the Utility Allowance Payment Lease Addendum; and

**WHEREAS**, the Springfield Metropolitan Housing Authority believes direct payment of the utility allowance payments to the utility company will allow uninterrupted utility service for residents; and

**NOW, THEREFORE, LET IT BE RESOLVED**, by the Springfield Metropolitan Housing Authority Board of Commissioners that the attached Utility Allowance Payment Lease Addendum be implemented as of June 1, 2006.

**BE IT FURTHER RESOLVED** that the Admission and Occupancy Policy be revised to incorporate the new Utility Allowance Payment Lease Addendum.

\_\_\_\_\_  
Raymond A. Hagerman, Chair

May 16, 2006  
Date

\_\_\_\_\_  
Barbara A. Stewart, Executive Director

May 16, 2006  
Date



**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**Utility Allowance Lease Addendum**

**Effective June 1, 2006** SMHA will be sending the Utility Allowance Payment check to the utility company that provides the heat source at the following address \_\_\_\_\_.

**Acknowledgement of HUD Regulations** that allow Public Housing Authorities the right to send Utility Allowance Payments to the utility company. (See 24 CFR 982.513 (b)).

**Acknowledgement of resident responsibilities.** Residents acknowledge that SMHA shall obtain the required information concerning the utility bill for heat in order to forward the Utility Allowance Payments to the proper heating source toward payment of the bill. Resident is required to supply SMHA with the following: name of the utility company that provides their heat source; account name; account number and a copy of their heating source utility bill. Resident acknowledges that they are responsible to update SMHA on any changes to the utility company that provides their heat source. Resident acknowledges that SMHA will not be responsible for any missent payment to the utility company.

**Acknowledgement of noncompliance.** Resident and occupants acknowledge that the Springfield Metropolitan Housing Authority will proceed with legal action if the proper documentation is not given to the Housing Authority.

**Signatures of All Adult Occupants**

\_\_\_\_\_ Date: \_\_\_\_\_

**Signature of SMHA Employee**

**VIOLENCE AGAINST WOMEN ACT AND JUSTICE DEPARTMENT  
REAUTHORIZATION ACT 2005 POLICY  
ADDENDUM VIII**

**(VAWA)**

**Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d) to Public Housing** is amended:

SMHA shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking. **[24 CFR Part 5, Subpart L]**

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking. SMHA may bifurcate a lease under this section, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Nothing may be construed to limit SMHA, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up. Nothing limits SMHA to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that SMHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

Nothing may be construed to limit SMHA to terminate the tenancy of any tenant if

SMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated and nothing shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

SMHA may request that an individual certify via HUD Form 50066 or another SMHA approved form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. Such certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after SMHA requests such certification.

If the individual does not provide the certification within 14 business days after SMHA has requested such certification in writing, nothing may be construed to limit SMHA to evict any tenant or lawful occupant that commits violations of a lease. SMHA may extend the 14 day deadline at its discretion.

An individual may satisfy the certification requirement by providing SMHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or producing a Federal, State, or local police or court record.

Nothing shall be construed to require SMHA to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits provided in this section. At SMHA's discretion, SMHA may provide benefits provided in this section. At SMHA's discretion, SMHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

All information provided to SMHA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by SMHA, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for us in an eviction proceeding; or by applicable law.

SMHA must provide notice to tenants assisted under section 6 of the United States Housing Act of 1937 of their rights as a victim of domestic violence, dating violence, or stalking including their right to confidentiality and the limits thereof. [24 CFR 5.2007(3)].

**Definitions: [24 CFR 5.2003]**

**Domestic Violence-** The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

**Stalking** – means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate or to place under surveillance with the intent to kill, injure, harass, or intimidate another person and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person and the term ‘immediate family member’ means, with respect to a person- a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and marriage.

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY  
LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

**I. PLAN STATEMENT**

The Springfield Metropolitan Housing Authority (SMHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with the Department of Housing and Urban Development (HUD) SMHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients. This includes applicants, recipients and/or persons eligible for SMHA programs.

**II. MEANINGFUL ACCESS: FOUR FACTOR ANALYSIS**

Meaningful access is free language assistance in accordance with federal guidelines. The SMHA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by SMHA.
2. The frequency with which the LEP persons using a particular language come into contact with SMHA.
3. The nature and importance of the SMHA program, activity or service to a person's life.
4. SMHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

**III. LANGUAGE ASSISTANCE**

1. A Limited English Proficient (LEP) person may be a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. An LEP person may be entitled to language assistance with respect to SMHA programs and activities.
2. Language assistance includes interpretation and/or translation. Interpretation refers to an oral or spoken transfer of message from one language into another language. Translation refers to the

written transfer of a message from one language into another language. SMHA will determine when interpretation and/or translation are needed and are reasonable based upon family requests and staff observations.

3. SMHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and SMHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, SMHA will make reasonable efforts to provide free language assistance. If reasonably possible SMHA will provide the language assistance in the LEP client's preferred language.

SMHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

SMHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

SMHA will take into consideration the expense of translating documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, and the apparent literacy rate in an LEP group translating documents for potential LEP groups. SMHA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in public housing and Housing Choice Voucher program) or 1,000 persons, whichever is less.

SMHA will monitor participant's ability to complete all necessary forms without a substantial amount of difficulty. If there have been significant errors and/or blank response, SMHA may determine that translated documents are necessary.

If SMHA determines that translation is necessary and appropriate, SMHA will translate the public housing lease and selected mailing and documents of vital importance into that language.

HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should

provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.

As opportunities arise, SMHA may work with other housing authorities to share the costs of translating common documents, which may include language groups that do not (yet) reach the threshold level in SMHA's client population.

SMHA will consider technological aids such as internet-based translation services that may provide helpful, although perhaps not authoritative, translations of written materials.

#### 5. Formal Interpreters

When necessary to provide meaningful access for LEP clients SMHA will provide qualified interpreters. At important stages that require one-on-one contact, written translation and verbal phone interpretation services will be provided consistent with the four-factor analysis used earlier.

SMHA may require a formal interpreter to certify the following:

- The interpreter understood the matter communicated and rendered a competent interpretation.
- The interpreter will not disclose non-public data without written authorization from the client.

Formal interpreters shall be used at the following:

- Formal hearing for denial of admission to public housing.
- Informal hearings for termination of public housing.

An SMHA staff interpreter may not be subordinate to the person making the decision.

#### 6. Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representative or advocates of the LEP client. SMHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many

circumstances informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use informal interpreters of their own choosing and at their expense, either in place of or as supplement to the free language assistance offered by SMHA. If possible, SMHA will accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter after SMHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.

If an LEP client wants to use their own formal interpreter SMHA reserves the right to also have formal interpreters present.

#### 7. Outside Resources

Outside resources may include community volunteers, SMHA residents or Housing Choice Voucher participants.

Outside resources may be used for interpreting services at public or informal meetings or events, if a timely request has been made.

SMHA may establish relationships with mutual assistance associations and other outside organizations that assist specific cultural and ethnic groups living in Clark County. To help their clients obtain or keep housing assistance through SMHA these organizations may be able to provide qualified interpreters for LEP persons.

## IV. MONITORING

SMHA will review this LEP plan annually. The review will include:

- The number of SMHA clients who are LEP according to the extent of SMHA's computer systems and data entry by staff. Such reports may be supplemented by staff observations.
- Reports from the computer system and other sources listing the languages used by LEP clients.

- A determination as to whether 5 percent or 1,000 persons from SMHA client group speak a specific language, which triggers consideration of document translation needs as described above.
- Analysis of staff requests for contract interpreters:
  - Number of requests
  - Languages requested
  - Costs
- The Resident Advisory Board (RAB) will be asked to review the LEP plan annually as part of updating the Agency Plan.

## **V. LEP PLAN DISTRIBUTION AND TRAINING**

The LEP plan will be:

- Distributed to all SMHA staff.
- Available in the SMHA office located at 101 W. High Street, Springfield, OH 45502.
- SMHA Management offices located at:
  - 315 S. Burnett Road, Springfield, OH 45505
  - 1707 E. High Street, Springfield, OH 45505
  - 220 Montgomery Ave., Springfield, OH 45506
  - 4726 Security Drive, Springfield OH 45503
  - 526 ½ Murray Street, Springfield, OH 45503
- Posted on SMHA website.
- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

## **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

### **REVISED FAMILY SELF-SUFFICIENCY ACTION PLAN**

**JUNE, 2010**

ORIGINAL ACTION PLAN SUBMITTED FEBRUARY 5, 1995

**REVISED FEBRUARY 2001**

**REVISED APRIL 2001**

REVISED ADDENDUM MAY 2002

**REVISED ADDENDUM FEBRUARY 2004**

**REVISED ADDENDUM AUGUST 2004**

**REVISED ADDENDUM APRIL 2005**

**REVISED ADDENDUM MAY 2006**

**REVISED ADDENDUM APRIL 2007**

**REVISED ADDENDUM JUNE 2008**

**REVISED ADDENDUM JUNE 2010**

Springfield Metropolitan Housing Authority

**101 West High Street  
Springfield, OH 45502  
(937) 325-7331**

## SPRINGFIELD METROPOLITAN HOUSING AUTHORITY

### FAMILY SELF-SUFFICIENCY ACTION PLAN

The Family Self-Sufficiency (FSS) Program of the Springfield Metropolitan Housing Authority (SMHA) is designed to assist and guide eligible families in their quest to become “self-sufficient” by providing stable, affordable housing while helping them to secure the necessary training and other support services they need to ultimately reach their economic and social goals.

SMHA’s original FSS Action Plan, adopted on February 5, 1995, was designed to serve only eligible participants who were Housing Choice Voucher (HCV) holders. In 2008, SMHA expanded its FSS Program to include eligible households residing in public housing units due to the award of a Fiscal Year 2007 ROSS Public Housing FSS grant from HUD. An HCV FSS Program Coordinator will oversee the FSS activities for eligible HCV participants, and a Public Housing FSS Program Coordinator oversees the FSS activities for eligible households living in public housing (Low-Rent) units owned, and managed by SMHA or those subsidized through SMHA.

#### A. FSS PROGRAM OBJECTIVES

The overall objective of the FSS Program is to help families become self-reliant and achieve economic and social independence from various government entitlement programs on their path to self-sufficiency. This objective will be achieved by working with families to developing Individual Services and Training Plans and coordinating the delivery of community services to help families achieve their personal goals outlined in their plans.

Incentives to participate in the program include case management services, referral to service partners, and the establishment of an escrow account for eligible households. Additional incentives, such as homeownership opportunities, will also be offered to eligible participants.

SMHA has coordinated service partnerships with Springfield City Schools, Clark County Department of Jobs and Family Services, Clark County Health Department, Planned Parenthood, McKinley Hall, Project Women, Miami Valley Child Development, Springfield Neighborhood Housing Partnership (NHP), Oesterlen Youth Services, Clark County Habitat for Humanity, Family Service Agency, Jobs and More, Marriage Resource Center, Mental Health Services, Opportunities Industrialization Center of Clark County (OIC), Salvation Army, Clark State Community College, and St Vincent de Paul.

Representatives from the above-mentioned agencies have organized to assist SMHA in securing the following supportive services:

1. Springfield Metropolitan Housing Authority: SMHA will provide safe, decent, and affordable housing through the agency's HCV and Public Housing Programs; will enroll eligible participants in either the HCV or Public Housing FSS Program; will oversee the referral of FSS participants to service providers to help them achieve self-sufficiency; and will calculate, collect, and manage FSS escrow account contributions.

2. Clark County Department of Jobs and Family Services - FSS participants who receive TANF public assistance may be referred to Work Plus to see what barriers need to be removed and to see what can be done to make the recipient employable.

Child Care Assistance is available to allow participants to search for work, go to school and/or work.

3. Springfield City Schools: The local school district will provide Adult Basic Education (ABE) and General Education Developmental (GED) with an individualized plan for academic improvement for a FSS participant, if needed. This service is free of charge.

4. Project Woman: Education and counseling services will be available to FSS participants to address domestic violence issues, along with provisions for a support system, as needed.

5. Miami Valley Child Development: Eligible FSS participants can utilize any of the Head Start facilities for full-day services for preschool children. In an effort to ensure the full participation of parents and/or guardians in activities that will move them toward self-sufficiency, social services will be delivered through Head Start's case management approach.

6. Planned Parenthood: Family planning, education, and gynecological services will be available to FSS participants upon request.

7. McKinley Hall: FSS participants who are assessed to have a drug or alcohol dependency can be counseled and receive treatment through this agency.

8. Clark County Health Department: FSS participants will be encouraged to utilize services offered by the Clark County Health Department in the form of early intervention services for the children, immunizations, primary dental care and various related health services.

9. Springfield Neighborhood Housing Partnership (NHP): offers credit repair, finance management workshops and homeownership education classes to residents.

10. Oesterlen Youth Services: provides intensive counseling intervention and group support (residential and out-patient) for youth.
11. Clark County Habitat for Humanity: a non-profit organization offers services to residents to build affordable homes, utilizing volunteer labor.
12. Family Service Agency: offers therapeutic counseling services for resident families including adult alcohol or other drug addiction counseling.
13. Jobs and More: a non-profit organization provides employability skills training, job search assistance, pastoral counseling, career counseling, mentoring, and retention services to residents.
14. Marriage Resource Center: Offers classes to couples for marriage or relationship stabilization and for women to build relationship and decision making skills to achieve their goals in relationships, family and marriage.
15. Mental Health Services: provides in-patient hospitalization, case management and counseling services for youth and adult residents with mental illness.
16. Opportunities Industrialization Center of Clark County (OIC): provides employment or job skills development assistance, high school and GED programs, placement services, and technology center access. In addition, OIC engages targeted job training, employment and emergency service (Ohio Heat Energy Assistance Program utility assistance.
17. Salvation Army: a faith based assistance program for low-income residents offering short term financial help with utilities or rent, and provision of holiday meals or toys and limited transportation assistance for residents with disabilities.
18. Clark State Community College: a post-secondary school that also offers College for Kids program, a summer enrichment program for students in grades 4-7 and Project Jericho, a performing arts program for youth and families.
19. St Vincent de Paul: a faith based assistance program for low income residents offering short term financial help with utilities, rent or other needs, provision of clothing, furniture and holiday meals.

#### B. FSS PROGRAM COORDINATING COMMITTEE (PCC)

The role of the FSS Program Coordinating Committee (PCC) is to provide guidance on program policies and procedures, secure commitments from the public and private resources, and to support the implementation of the FSS Action Plan.

The PCC will be responsible for coordinating services rendered by agencies in an effort to assure that the participating FSS families are receiving the help needed to reach their goals, thereby ensuring the effectiveness of the FSS program.

Members of the PCC must include a Housing Choice Voucher tenant and a public housing resident who are enrolled in the FSS Program, and representatives from service providers, governmental agencies and other interested organizations.

Members of the PCC will be kept informed of developments and changes in the program, and are consulted on an individual or group basis as needed.

#### C. PROGRAM DEMOGRAPHICS

Since FSS program participants will be selected primarily from current HCV holders and households in the Public Housing program, the demographics and bedroom size distribution will coincide with those of the SMHA's HCV and Public Housing programs.

See Addendum for the breakdown in current demographics.

#### D. PARTICIPANT RECRUITMENT

A notice containing a brief description of the FSS Program, including the services to be offered, will be posted on the bulletin board in the Housing Authority lobby, in the HOPE VI CSS Office, and in the housing property management offices.

##### *Housing Choice Voucher Program*

For HCV FSS Program, the Assisted Housing Case Manager will help recruit participants for the available FSS slots with no regard to race, color, religion, sex, handicap, familial status, or national origin, and refer eligible HCV program participants to the HCV FSS Coordinator.

1. When families are initially housed through the HCV program, they will be referred to the FSS program, and provided an opportunity to meet with the HCV FSS Coordinator.
2. When there are interim rent changes, the Assisted Housing Case Manager will ensure that families are informed about the FSS program, and provide them an opportunity to talk with the FSS Coordinator about participation.
3. At annual recertifications, the Assisted Housing Case Manager will provide information about FSS enrollment to non-participating families and provide an opportunity to talk with the FSS Coordinator about participation.

4. The HCV FSS Coordinator will send an annual letter to all eligible HCV families explaining the FSS Program and encouraging them to become involved.

### *Public Housing Program*

For the Public Housing FSS Program, SMHA Public Housing Property Managers, Public Housing FS Coordinator, and the service provider partners will help recruit participants for the available FSS slots, with no regard to race, color, religious, sex, handicap, familial status or national origin, and refer eligible Public Housing program participants to the Public Housing FSS Coordinator.

1. The Public Housing FSS Coordinator will send letters to eligible households in the Public Housing program notifying them about the FSS program, including the process for enrolling in the program.
2. On-going informational sessions will be held at SMHA offices and in coordination with resident association meetings to introduce the FSS Program to residents.
3. A waiting list shall be maintained for enrollment due to replacements needed for terminated / voluntary quit participants.
4. At annual recertification, families will be reminded of the availability of the FSS program by SMHA staff and will be given an opportunity to talk with the FSS Coordinator about the program.
5. If needed, families on SMHA's public housing waiting list will be provided information about the Public Housing FSS Program throughout the application process and will be given an opportunity to talk with the FSS Coordinator about the program.
6. Existing PCC members will be provided information about enrollment in the Public Housing FSS Program to share with their eligible clients.

### E. FAMILY SELECTION PROCESS

Families enrolled in the FSS Program must meet the general criteria of the HCV Program or the Public Housing Program, and must be currently under lease with SMHA. The enrollment process will include the following steps:

1. Notification will be given to all current participants in the HCV program and eligible residents in the Public Housing program.
2. Interested participants will be scheduled for FSS informational sessions.
3. Those persons who are willing to participate in the FSS Program will be offered applicable slots in either the HCV or Public Housing FSS Program.
4. HCV Program and Public Housing Program families who choose not to participate in the FSS Program initially will be given the opportunity to do so in the future.

All eligible families (those who are currently housed and receiving Housing Choice Voucher assistance and those who are living in Public Housing units) who desire to enroll in the FSS Program will be accepted into the Program with no regard of race, color, religion, sex, handicap, familial status, or national origin.

SMHA will not delay or withhold housing assistance to a family on the basis that the family elects not to enroll in the FSS Program. This assures non-interference with the rights of non-participating families to maintain their status on SMHA's waiting lists.

#### F. NEEDS ASSESSMENT

Applications for participation in FSS Program will be presented to either the HCV FSS Coordinator or the Public Housing FSS Coordinator for a comprehensive assessment and goal determination, utilizing available support services, including but not limited to those listed below:

- Transportation
- Child Care
- Remedial, secondary and past secondary education
- Job training, preparation, counseling, job development and placement
- Alcohol and substance abuse treatment and counseling
- Money management/budgeting
- Transitional education-homemaker training skills
- Homeownership counseling

Each FSS participant will complete a Personal Needs Assessment from which an individual case plan and goal assessment will be developed. The Personal Needs Assessment will evaluate employment potential, housing needs, education, background, job training, childcare, transportation, and any other special needs such as health and grooming deficiencies that could inhibit the participant from achieving self-sufficiency

## G. CONTRACT OF PARTICIPATION

Either the HCV or Public Housing FSS Coordinator will review the Personal Needs Assessment completed with the FSS participant and will establish a reasonable time frame for the completion of their goals, as defined in the Contract of Participation.

The FSS Program participant, who is identified as the Head of Household on the HCV or the public housing lease, is then required to sign the Contract of Participation, which contains the Terms of the Contract, Contract Modification, and Termination information.

The term of the Contract of Participation is five (5) years. If, due to extenuating circumstances, such as serious illness or involuntary loss of employment, the participant fails to reach the goals set forth, the participant may petition for up to a two-year extension.

After reviewing all aspects of the participant's progress, an extension may be granted by the appropriate FSS Coordinator. If, after the maximum years that a participant can participate in the program, the family has failed to reach its goals, the Contract of Participation will be considered terminated.

The participating family members are urged to communicate often with the FSS Coordinator to discuss problems and progress.

If during the course of the Contract of Participation, either the family or the FSS Coordinator feels that the family's goals are unobtainable, they can request a meeting to reevaluate their needs and goals. If a solution cannot be agreed upon, the matter is then referred to the PCC.

If the head of the FSS Family leaves the unit during the terms of the Contract of Participation, the Contract will then be revised to designate a new head of the FSS Family.

If a family member with an individual training or service plan leaves the unit, the Contract will be amended to delete that family member's obligations.

### *Contract Completion*

In order to successfully complete the FSS Contract of Participation, and receive the FSS Escrow Funds, participants must meet the following criteria:

- The head of household has obtained suitable full-time employment (as defined below) and maintained it for at least six (6) months. (break in employment of no more than two (2) weeks is to be considered continued employment)
- All members of the household have been independent of welfare for at least twelve (12) consecutive months. Welfare is defined as income assistance from Federal or State Welfare programs, and includes only cash maintenance payments

designed to meet a family's ongoing basic needs. It does not include Food Stamps, Social Security payments, Medicaid, Kinship Permanency Incentive Funds, or similar benefits.

- All activities listed on the Individual Training and Service Plan must be completed within the designated timeframes.
- The household is in full compliance with the lease, including no monies owed to SMHA or the Section 8 Landlord. If monies are owed then these amounts are to be subtracted from the final escrow amount and paid out prior to the escrow being given to the participant.
- The family shows proof of completion in a financial course i.e. Financial Counseling, Budgeting, Credit Repair etc.
- The family has fulfilled all contract obligations on or before the end of the contract.
- 30 % of the family's monthly-adjusted gross income exceeds the FMR for the qualified unit.

The Contract may be completed before the five years have expired. The family does not have to be free of housing assistance to have completed the Contract.

Full time employment is defined as:

- For hourly or salaried employees – at least 32 hours per week
- For self- employment- net earnings (after business expense deductions) of at least 32 hours per week at minimum wage.
- Accommodations for disabled individuals- requests for accommodation must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to their disability. Requests will be considered on a case by case basis.

Suitable employment is defined as follows:

- Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld) or
- Self-employment which is verifiable through signed Federal Income Tax returns (with Schedule C)

- Contracted or commission employment will be considered if it meets the hourly/income requirement, is verifiable, and is being declared for tax purposes.
- Employment that is considered a lawful activity

Informal employment which does not meet the criteria listed above will not be considered, this includes employment where income is not declared for tax purposes.

#### H. PORTABILITY FOR FSS PARTICIPANTS

All families wishing to exercise their portability rights will be handled in accordance with the Housing Choice Voucher program Administrative Plan. Participants must participate in SMHA's FSS Program at least a year before moving out of the county.

Once a participant decides to move it will be determined if the Contract of Participation can be successfully completed in the receiving Housing Authority whether or not they will accept a family into a program. If the Housing Authority accepts the family, the escrow account will be transferred, once the family is absorbed into the new program.

If the receiving Housing Authority administers rather than absorbs the voucher, SMHA will maintain the escrow.

If a family moves to a location without a FSS program and would like to continue to participate in SMHA's program it will be permitted as long as the services can be accessed.

A family porting-in to SMHA's jurisdiction from another FSS program will be assessed for availability of services. If services exist, the family can continue to fulfill their escrow and other contractual obligations.

#### I. ESCROW ACCOUNT

When a family has an increase in earned income, a FSS Escrow Account will be started and credited monthly with the amount of credit as calculated on the FSS Account Credit Worksheet. This FSS Account remains in the Housing Authority's name until the family has met all the requirements to be eligible to receive these funds as outlined in HUD and SMHA program policies, including in the Quality Housing and Work Responsibility Act (QHWRA). These funds will be invested in HUD approved investments, with interest credited at least quarterly.

If at any time the Escrow Account is established, the family has a change in earned income, the amount of the FSS Escrow Account will be recalculated by SMHA.

#### Disbursing FSS Escrow Account Funds

##### *Interim Disbursement:*

Families may receive a portion of the escrow one (1) time before completion of the Contract of Participation if certain interim goals have been met, and in compliance with the established criteria for interim withdrawals. The participant must demonstrate that the funds are needed to move toward self-sufficiency. Requests are subject to approval and the following conditions:

1. Up to 50% of the escrow amount may be requested after other avenues of help have been exhausted.
2. Requests must be submitted in writing with required supporting verifications.
3. Students must maintain a 2.5 average at an approved school or receive confirmation of good standing.
4. Fss Participants who are in Home Ownership may receive an exception to the amount of times interim disbursement may be given if the disbursement relates to the house.

*Final Disbursement:*

Final disbursement of the FSS Escrow Account will be made to the FSS head of household when a written request is submitted and:

- The family has met all the obligations as defined in the Contract of Participation (See Contract Completion), or
- Whenever 30 % of the family's monthly-adjusted gross income exceeds the FMR for the qualified unit, provided no member of the household is receiving welfare (as defined in Contract Completion) at that time.

After being declared eligible by the FSS Coordinator and approved by the Executive Director for the final withdrawal of FSS Escrow Account funds, the participant will receive the funds within 120 days from the submission of the request form.

*Forfeiture of FSS Escrow Account Funds*

Families forfeit the funds in their Escrow Account if they fail to meet their obligations under the Contract of Participation, or, if after completing their obligations, they are still receiving cash welfare assistance.

TERMINATION FROM FSS PROGRAM

*Involuntary termination:*

1. If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan(ITSP), the Program Completion Agreement and related documentation and or non – compliance..  
Non- compliance includes:
  - Missing scheduled meetings.

- Failure to respond to phone calls or letters.
  - Failure to complete quarterly face-to-face reviews
  - Failure to work on activities and/or goals set forth in the ITSP.
  - Failure to complete activities and/or goals within the specified time frames
  - Failure to participate in job related activities recommended to them (i.e. employment, education, training, workshops, completing applications, etc.)
2. If the participant owes money to SMHA or any other PHA and does not enter into a Repayment Agreement or pay the amount in full at the time the amount is determined.
  3. If the participant breaches on a Repayment Agreement and fails to make scheduled payments of any monies owed to SMHA or other PHA.
  4. If the participant continues to fail to report income increases after initial Repayment Agreement.
  5. If the participant is terminated from the HCV program or LIPH program.
  6. The Head or participating family member has failed to fulfill the Contract or any modifications.
  7. By such other act as is deemed inconsistent with the purpose of the FSS Program.
  8. By operation of the law.
  9. FSS member has made no activity/progress in the last six (6) months.

Participants with Housing Choice Voucher Assistance **who fail to meet their obligations under the above conditions** will be terminated as stated in the Springfield Metropolitan Housing Authority Administrative Plan, refer to: Chapter 14: Contract Terminations and Chapter 15: Denial or Termination of Assistance. The hearing procedures will follow normal SMHA hearing procedures. See Chapter 18.

Public Housing assistance will be terminated as stated in the Springfield Metropolitan Housing Authority Admissions and Continuing Occupancy Plan (ACOP), refer to: Chapter 13: Lease Terminations

Allowances and exceptions may be given due to unforeseen circumstances and events such as recorded illness, catastrophic events etc on a case by case basis. FSS Coordinator is to document as to why an allowance or exception is given.

Failure of the participant to ask for a hearing in writing by the deadline will result in closure of the family's FSS file and all rights to a hearing will be waived. All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS

Program.

*Voluntary Termination:*

1. Family withdrawal from the FSS Program.
2. Mutual agreement between the SMHA and the FSS Participant to terminate the Contract.
3. When the Family certifies they have met all the obligations of their FSS Contract.

K. FSS PROGRAM EVALUATION

The success of SMHA's FSS Program will be measured by tracking the following outcomes that complement HUD's evaluation measurements for the program:

- New FSS participants enrolled
- Continuing participants in the HCV FSS Program
- Number of FSS graduates
- FSS Contracts of Participation completed
- Individual Training Service Plans (ITSPs) developed
- Number of PCC Meetings
- Number of households on the FSS Program waiting list
- Number of participants terminated from the program for cause
- Number of participants who obtained part-time employment
- Value of income from part-time employment
- Number of participants who obtained full-time employment
- Value of income from full-time employment
- Number of persons transitioned from welfare to work
- Number of families who purchased a home
- Number of participants who obtained a GED
- Number of participants who obtained a high school diploma
- Persons no longer receiving welfare cash assistance due to an increased earned income
- Reduction in welfare cash assistance to FSS families
- Families who increased their earned income
- Families no longer receiving rental assistance due to increased earned income
- Value of rental assistance that is no longer paid to FSS participants
- Number of FSS Escrow Accounts established
- Dollar value of FSS escrow accounts established
- Services obtained for families as a result of outreach and community partnerships

In addition to measuring quantitative outcomes, SMHA will also measure qualitative outcomes, such as seeking evidence that family members have achieved higher levels of self-esteem and ability to maintain family relationships through their participation in the FSS Program. SMHA will seek input from FSS participants, PCC members, and other service partners.

#### L. CERTIFICATION

The Springfield Metropolitan Housing Authority certifies that the services and activities to be provided to participating FSS participants in employment, child care, transportation, training, and educational programs, will be provided by agencies such as those mentioned under support services.

Implementation of the FSS Program will be coordinated so as to avoid duplication of services and activities.

#### M. AMENDMENTS TO FSS ACTION PLAN

The Springfield Metropolitan Housing Authority, in conjunction with the Program Coordinating Committee, reserves the right to amend to the Action Plan to reflect changes in HUD regulations, SMHA Administrative Plan, FSS Program size, and the availability of support services. All FSS Action Plan amendments will be submitted to the local HUD Field Office and are subject to HUD approval.

### **ADDENDUM**

Revised June, 2010

1. Concerning Program Demographics, page 189

#### Program Demographics

Since FSS program participants will be selected primarily from current HCV holders and households in the Public Housing program, the demographics and bedroom size distribution will coincide with those of the SMHA's HCV and Public Housing programs.

We estimate at this time that the HCV FSS Program will consist of at least 48 participating families. The breakdown of households is estimated to include families from 3 one- bedroom units, 20 two-bedroom units, 23 three-bedroom units, 2 four-bedroom units and 0 five-bedroom units. The racial breakdown is estimated to be 43%

Caucasian, 56% African-American, and 1% other.

For the Public Housing FSS program, we estimate that the program will enroll 25 public housing residents during the first year with subsequent increases in following years. The breakdown of households is estimated to including families from 9 zero/one-bedroom units, 7 two-bedroom units, 7 three-bedroom units, and 2 four/five-bedroom units. The demographics of the FSS participants is expected to reflect the demographic of the public housing program, with an estimate of 59% Caucasian participants, 41% African-American participants and less than 1% other participants

# **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

## **SUBJECT: Public Records Policy**

NEW ( X )	COMPLETE REVISION ( )	AMENDED REVISION ( )
Function: Administrative	Supersedes: N/A	Page(s): 10

### **I. Purpose:**

The Springfield Metropolitan Housing Authority (SMHA) acknowledges that it maintains many records that are used in the administration and operation of the Housing Authority. In accordance with state law and the Springfield County Records Commission, the Housing Authority has adopted Schedules of Records Retention and Disposition (SORRD - 02142008) that identify these records: These schedules identify records that are stored on a fixed medium (paper, computer, film, etc.) that are created, received, or sent under the jurisdiction of the SMHA and document the organization, functions, policies, decisions, procedures, operations, or other activities of the Housing Authority. (R.C. 149.011(G); R.C. 149.43(A)(1)). The records maintained by the SMHA and the ability to access them are a means to provide trust between the public and the Housing Authority.

### **II. Scope:**

- A. SMHA has a designated employee, the Public Records Officer, who serves as the custodian of all records maintained by the office, department or function and has a copy of the SMHA's Public Records policy (R.C. 149:43(E)(2)).
- B. The SMHA's Public Record policy, as well as, the Records Retention and Disposition (SORRD - 02142008) are made available to the public upon request.
- C. The SMHA public records policy is addressed in the SMHA Personnel Policy Manual.
- D. The SMHA displays a poster which generally describes the Public Records policy in the lobby.

### **III. Fees:**

- A. The SMHA, in accordance with Section 149.43 of the Revised Code, has established the following fees for providing copies or reproductions of public records maintained by the SMHA:
  - 1. For photocopies of either letter or legal size documents, the fees shall be \$.10 per photocopy calculated from the first photocopy. Advance payment is required before any copies are prepared. The charge for a certified copy of a public record is \$1.00 per page.
  - 2. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be charged if a commercial or professional service is contracted to provide the copy.

3 Established costs/fees under this policy shall be clearly posted and visible to the public.

4 The Freedom of Information Act waiver provision, 5 U.S.C. Section 552(a)(4)(A)(iii), directs agencies to furnish documents free or at a reduced charge if “disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester. If an individual/group requests a “waiver” of the copy fees that individual/group must complete a Waiver form (Attachment C). This form will then be submitted to the Public Records Officer for approval. If approved, the Housing Authority will waive the cost of copies.

## **IV. Availability**

### *Inspection*

- A. All public records maintained by the SMHA shall be promptly prepared and made available for inspection to any person during regular business hours as well as a copy of the SMHA’s current records retention schedule(s) (See SORRD - 02142008). (R.C. 149.43(B)(1). (Promptness is to be determined by the facts and circumstances of each public records request). Regular business hours for the SMHA are Monday through Friday (except holidays), from 8:00 am to 4:30 pm.
  
- B. For the purpose of enhancing the ability of the SMHA to identify, provide for prompt inspection as well as, provide copies of the requested items in a reasonable period of time, the SMHA shall provide to the requester a “Request for Public Records” form for the requester to complete (Attachment A).
  - 1. Prompt inspection and copies of records within a reasonable amount of time contemplates the opportunity for legal review.
  - 2. Although the SMHA may ask the requestor to make the request in writing, for the requestor's identity, and may inquire about the intended use of the information requested, the requester shall be advised that:
    - a. The requests are not mandatory; and
    - b. The requestor's refusal to complete “Request for Public Records” form does not impair the requestor's right to inspect and/or receive copies of the public record. (R.C. 149.43(B)(5)).
  - 3. Any person, including corporations, individuals, and even governmental agencies, may request public records, and will be allowed prompt inspection of public records and copies within a reasonable amount of time upon request.
  
- C. In the event a request is made to inspect and/or obtain a copy of a record maintained by the SMHA whose release may be prohibited or exempted by either state or federal law, the request shall be forwarded to legal counsel for the SMHA for research and/or review. The person submitting the request shall be advised that their request is being reviewed by legal counsel to ensure that protected and/or exempted information is not improperly released by the SMHA.
  
- D Records, whose release is prohibited or exempted by either state or federal law, or not considered public records as defined by R.C. 149.43(A)(1), shall NOT be subject to public inspection (See Attachment B). The following represents a partial list of records maintained by the

SMHA, that may **not** be inspected or copied:

1. Client files (with the exception of the client requesting their own file).
2. Health information
3. Infrastructure record (the configuration of a public office's critical systems).
4. Law enforcement investigations
5. Records containing information that was specifically compiled in reasonable anticipation of civil or criminal action or proceeding.
6. Security record (information that was used for protecting or maintain the security of a public office against attack, interference, or sabotage.)
7. Social Security numbers

### *Public Records Requests*

#### A. Mailed Requests for Public Records:

1. Upon receiving a written request for copies of a public record made in accordance with section 149.43 of the Ohio Revised Code via the United States Postal Service, the SMHA shall promptly respond to the request.
2. An authorized employee of the SMHA shall, by any means practical, contact the requestor and advise them that advance payment is required prior to providing copies of public records, and in addition, the fee shall also include the cost of postage and the envelope. (R.C. 149.43(B)(7)).
3. When practical, the SMHA may forward copied records by any other means reasonably acceptable to the requestor.
  - a. If a person requests a copy of a public record, the SMHA shall permit the requestor to choose to have the public record duplicated on paper or upon the same medium upon which the SMHA maintains the public record or upon any other medium on which the record can reasonably be duplicated as an integral part of the normal operations of the SMHA, or the responsible SMHA employee for the public record.
  - b. Persons seeking copies of public records are not permitted to make their own copies of the requested records by any means. (R.C. 149.43(B)(6)).
4. In accordance with section 149.43(B)(7) of the Ohio Revised Code, the SMHA limits the number of requested public records, to be transmitted through the U. S. Mail, to a maximum of ten records per month, unless the requestor certifies that the records or information in them will not be used for commercial purposes.
  - a. "Commercial purposes" shall be narrowly construed and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of government, or nonprofit educational research.

5. Authorized SMHA employees shall comply with the following procedures upon receiving a valid public record request through the United States Postal System:
  - a. SMHA employees shall promptly process requests.
  - b. Requestors shall be charged the postage fees and the cost of the envelope required to properly send the requested records through the mail.
- B. Written or verbal requests for copies made by the public records requester or their designee shall be processed in the same manner as mailed requests.

### *Response and Denials*

- A. Requests for inspection and/or copies of public records, which are not maintained by the SMHA shall be processed in the following manner:
  1. If the SMHA receives a request for a record that it does not maintain or the request is for a record which is no longer maintained, the requestor shall be so notified in writing utilizing (Attachment B), that one of the following applies:
    - a. Their request involves records that have never been maintained by the SMHA;
    - b. Their request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable Record Retention and Disposition (SORRD - 02142008);
    - c. If the record that is requested is not a record used or maintained by the SMHA, the requestor shall be notified that in accordance with Ohio Revised Code Section 149.40, that the SMHA is under no obligation to create records to meet public record requests.
- B. Ambiguous or Overly Broad Request for Public Records

If a requestor makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records such that the Public Records Officer cannot reasonably identify what public records are being requested:

1. The SMHA may deny the request.
  2. However, the SMHA shall provide the requester with an opportunity to revise the request by informing the requestor of the manner in which records are maintained by the SMHA in the ordinary course of business. (R.C. 149.43(13)(2)).
- C. Denial of a Record Maintained by the SMHA  
The SMHA may deny request for a record maintained by the Housing Authority if:
    1. The record that is requested is prohibited from release due to applicable state or federal law.
      - a. Employees of the SMHA shall consult legal counsel if they are unsure of whether the record requested should be withheld from disclosure.
        - i. Employees may check the appropriate box on Attachment A if they are simply applying the statutory exclusion.
        - ii. Otherwise, legal counsel will respond with the legal authority for a denial.

#### D. Redacting Exempted Records/Procedure

1. "Redaction" means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a "record" in section 149.011 of the Ohio Revised Code. (R.C. 149.43 (A)(11));
  - a. A redaction shall be deemed a denial of a request to inspect or copy the redacted information, except if federal or state law authorizes or requires a public office to make the redaction. (R.C. 149.43(B)(1)).
  - b. If a request is ultimately denied, in part or in whole, the SMHA shall provide the requester with an explanation, including legal authority, setting forth why the request was denied. (R.C. 149.43 (B)(3)).
2. If a public record contains certain information that is exempt from the duty to permit public inspection or to copy the public record, the SMHA shall make available of the information within the public record that is not exempt.
3. When making that public record available for public inspection or copying that public record, the SMHA shall notify the requester of any redaction or make the redaction plainly visible. (R.C. 149.43(B)(1)).
4. The releasing employee shall then reproduce a copy of the page with the redactions; the resulting copy shall be the page that is released to the requester.

#### *Remedy*

##### A. Grievances

1. If a person allegedly is aggrieved due to the inability to inspect a public record or due to the inability to receive a copy of the public record, the person shall be advised that they may:
  - a. Contact the Executive Director.
  - b. If the person is not satisfied after contacting the Executive Director, they shall be advised that Ohio Revised Code section 149.43 provides a legal means for addressing their complaint in these disputes. (R.C. 149.43(C)(1)(2)).

#### V. Training and Education

The SMHA continues to update and address all education, training, disclosure, and policy requirements mandated by R.C. 109.43 and R.C. 149.43(E)(1)(2).



**SMHA**

### **Springfield Metropolitan Housing Authority**

### **REQUEST FOR PUBLIC RECORDS**

**Attachment A**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Requesting Party (Optional)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

Information Requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Information is to be \_\_\_\_\_ mailed. (Stamped self-addressed envelope provided)  
\_\_\_\_\_ picked up personally.

\_\_\_\_\_  
Signature of Requesting Party (Optional)

-----  
CHARGES:

\_\_\_\_\_ pages at \$\_\_\_\_\_ = \$\_\_\_\_\_

\_\_\_\_\_ pages at \$\_\_\_\_\_ = \$\_\_\_\_\_

Other \_\_\_\_\_ = \$\_\_\_\_\_

Total charge: \$\_\_\_\_\_

(Forward payment and copy of receipt to Accounting Department)

Payment received by: \_\_\_\_\_  
SMHA employee Date



**SMHA**

**Springfield Metropolitan Housing Authority**

**PUBLIC RECORDS ARE UNAVAILABLE**

**Attachment B**

The Public Records you requested are not available;

- The request involves records that have never been maintained by the SMHA
  
- The request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable SMHA Schedules of Record Retention and Disposition (SORRD - 02142008).
  
- The request involves a record that does not exist and in accordance with ORC Section 149.40, and the SMHA is under no obligation to create records to meet public records requests.
  
- The record that is requested is prohibited from release due to applicable state or federal law.

\_\_\_\_\_  
SMHA Public Records Officer

\_\_\_\_\_  
Date



**SMHA**

**Springfield Metropolitan Housing Authority**

**FOR WAIVER OF PUBLIC RECORD FEES**

Attachment C

Documents requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for request of Waiver of record fees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone number: \_\_\_\_\_

\*\*\*\*\*

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_ REASONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Housing Authority Public Records Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES**  
**AND ETHICAL STANDARDS**

All members, officers and employees of the Springfield Metropolitan Housing Authority, shall be subject to the provisions of the conflict of interest requirements of the Low Income Housing Program at 24 CFR 982.161 that states as follows:

1. Neither the PHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any or the following classes of persons has any interest, direct or indirect, during their tenure or for one year thereafter:
  - a. Any present or former member or officer of the PHA (except a participant commissioner);
  - b. Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions, with respect to the programs;
  - c. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
  - d. Any member of the Congress of the United States.
  - (1) Any member of the classes described in paragraph 1 of this section must disclose their interest or prospective interest to the PHA and HUD.
  - (2) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
2. In addition, all officers or employees of the PHA, or any contractor, subcontractor or agent of the PHA shall not:
  - a. Use his or her position for personal gain or engage in any transaction that is in conflict with the proper discharge of official duties;
  - b. Solicit or accept any thing of value, whether in the form of service, loan, item or promise from any person, firm, or corporation which is interested directly or indirectly in any manner whatsoever in business dealings with SMHA;
  - c. Accept from any person, firm, or corporation doing business with SMHA any material or services for the private use or benefit;
  - d. Engage in, accept private employment, or render services for private interests when such employment or service is incompatible with the proper performance of official duties or would tend to impair independent judgment or action regarding official duties.
  - e. Have a personal interest in a contract with SMHA or use his or her position or authority to secure approval of a public contract in which the employee, a member of the employee's family, or business associate has an interest.
  - f. Have a personal interest in a contract with SMHA or use his or her position or authority to secure approval of a public contract in which the employee, a member of the employee's family, or business associate has an interest.

Any violation of the *Conducting Business in Accordance With Core Values and Ethical Standards* by an employee can lead to disciplinary action up to and including termination of employment. Any violation by an officer, or agent of SMHA can lead to removal from official duties.



## SPRINGFIELD METROPOLITAN HOUSING AUTHORITY

### RENT COLLECTION POLICY

Rent is due on or before the first of each month. If the rent has not been received by the **fifth working day** of the month, a late fee charge of **\$25.00** will be assessed to the resident's account on the sixth working day of the month. Any resident, who has not paid within this time period, will receive a 14-Day Notice to Vacate the Premises. If the rent has not been paid or a repayment agreement executed at the time of the expiration of the Notice, a determination will be made whether to turn the account over to our Attorney for eviction proceedings. Late fees are never assessed to the resident's account for delinquent retroactive rent and maintenance/utility charges. All rent payments must be made in the form of a check or money order.

**Bad checks** : Tenant agrees to pay a fee of thirty-five (**\$35.00**) dollars for any check that is not honored by SMHA's bank. SMHA reserves the right to then require future rent payments from Tenant be in the form of a money order or certified check.

Repayment agreements may be executed if the resident is unable to make full payment of current rent under the following terms:

- Conference with the Asset Manager
- Resident has experienced a hardship and this hardship can be verified
- No other repayment agreement has been executed within the last six months
- Repayment agreement should not be longer than six months, unless the amount owed is more than \$500
- No more than one repayment agreement can be executed at a time

Partial payments of one-half month's rent will be accepted with prior approval from the Asset Manager, and an executed repayment agreement not to exceed one additional month, if the resident has demonstrated a hardship and verification of the hardship is documented. Partial payment will not be allowed more often than once a year.

Once an account has been turned over to the Housing Authority's Attorney to initiate eviction proceedings, the resident may have the opportunity to pay in full, including court costs, before the court date. The Housing Authority will not accept payment on an account that has been turned over to the Attorney for a second time.

**In addition, any resident who received more than three 14-Day Notices to Vacate for nonpayment within a 12-month period, will not be permitted to pay late again within the next year.** The Housing Authority will issue an eviction notice, but will not accept payment. If the resident has not vacated by the deadline, the account will be turned over to the Attorney to initiate court proceedings.



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**INTEROFFICE MEMORANDUM**

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**TO: Barbara A. Stewart, Executive Director**

**FROM: Jennifer Birmele, Asset Manager**

**DATE: April 13, 2009**

**SUBJECT: Resolution #1492 – Approving Low Income Public Housing’s Air Conditioning Policy**

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**Recommendation to Approve the Air Conditioning Policy**

Due to increasing utility and operating costs, it is recommended to approve an air conditioning policy for Low Income Public Housing. The proposed policy will increase current resident fees from \$84.00 to \$100.00 per year and will include SMHA units where air conditioners are provided.

The proposed policy was mailed to all public housing residents on January 30, 2009 (see attached notice) allotting them the required 30-day public comment period. Comments received pertained to allowing residents flexibility in paying the proposed increase in fees.

**Recommendation:** Adopt the attached Resolution #1492 - Approving Low Income Public Housing’s Air Conditioning Policy.

Approved by:

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Barbara A. Stewart  
Executive Director



## **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

### AIR CONDITIONING POLICY

**Effective June 1, 2009**

**Approved by SMHA Board: April 21, 2009 - Resolution #1492**

Effective June 1, 2009 the air conditioning charge will be \$100.00 annually for those residents living in any SMHA high rise with SMHA paid electric.

SMHA will place the air conditioning charge on participating resident accounts June 1<sup>st</sup> each year. Residents can decide how to pay off the charge. A resident may pay it all at once, in four installments, monthly, or as arranged with the Asset Manager. The current year's charge for \$100.00 must be paid in full by May of the following year in order to continue air conditioning service. The annual air conditioning schedule will run from June-May regardless of move in date or when the air conditioner was installed. For move ins/move outs, the air conditioning charge will be prorated using the four month (June, July, August, September) installment plan.

Beginning June 1, 2009, all residents will be required to certify whether or not air conditioning services will be utilized. Asset Managers will send out a form for each resident to certify and return. Each year thereafter, residents will only be required to notify Asset Managers in writing for changes in air conditioning services.

If an air conditioner is provided by SMHA and the resident certified they do not wish to use an air conditioner, the air conditioning unit will be disconnected. A reconnection fee equal to one hour labor charge (refer to current Damage Charges due to Resident Damage/Neglect list) will be charged to the resident's account should they decide to utilize the air conditioning service in the future.

If SMHA does not provide an air conditioner and the resident places one in the window, whether it is used or not, the resident's account will be charged \$100.00.

## **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**RESOLUTION NUMBER 1547**

**Approving Addition of SMHA Criminal Trespass List Policy**

**WHEREAS**, SMHA and the Springfield Police Department have developed a Criminal Trespass List; and

**WHEREAS**, the SMHA Criminal Trespass List is updated at least annually; and

**WHEREAS**, SMHA has developed a policy to determine who should be placed on the list, how and when those people should be removed from the list, updating the list, and documentation required from Police Officers;

**NOW, THEREFORE, LET IT BE RESOLVED**, by the Springfield Metropolitan Housing Authority Board of Commissioners that the SMHA Criminal Trespass List Policy be approved.

**BE IT FURTHER RESOLVED** that the Admission and Occupancy Policy be revised to incorporate the SMHA Criminal Trespass List Policy.

\_\_\_\_\_  
Lamar Burch, Chair

April 19, 2011  
Date

\_\_\_\_\_  
Barbara A. Stewart, Executive Director

April 19, 2011  
Date



## SMHA CRIMINAL TRESPASS LIST POLICY

### DETERMINING WHO SHOULD BE PLACED ON THE CRIMINAL TRESPASS LIST

- A. Asset Manager of each site shall submit information to the assigned Security Officer to support why they think a person should be placed on the SMHA Criminal Trespass List. The reasons could be, but are not limited to, any of the following:
1. Damaging SMHA Property
  2. Assaulting a resident
  3. Repeated resident complaints of harassments
  4. Residents or Visitors arrested for serious criminal offenses on or off SMHA property
  5. Former resident who was evicted for criminal or drug related activity
  6. Former resident evicted for other reasons
  7. Threatening behavior to any SMHA employee or their agents
  8. Visitors of the property who are disturbing the residents peaceful enjoyment
  9. Other reasons justified with documentation for placing the person on our list
- B. Once information is submitted to the assigned Security Officer. He/She will make every effort to find the person and get a signed trespassed form from the person being trespassed. The Asset Manger may also trespass anyone as long as it poses no immediate danger or threat. The following steps will be taken:
1. The assigned Security Officer or Asset Manger will hand deliver the notice to the person who is placed on the SMHA Criminal Trespass List. If the trespasser was visiting another resident, the resident will be notified that he/she has been trespassed.
  2. Asset Manager or Assigned Security Officer will sign and date the notice and request a signature from the trespasser that he/she has received it.
  3. If the person refused to sign, write "refused to sign" on the notice where it says "copy received".
  4. The notice will explain the reason for placing the person on the list.

### REMOVAL FROM CRIMINAL TRESPASS LIST

- A. Once a person is placed on the trespass list, they will be on the list for 5 years before they can request that their name be taken off. If no such request is made he/she shall remain on the list until such request is made.
  - 1. To make a request, the trespassed person must submit in writing a request for a hearing.
  - 2. A time and date will be set for the hearing for the trespassed person to present facts, supporting documentation and any other information pertinent to why he/she thinks they should be removed.
- B. The assigned Security Officer must keep a record of the dates that trespassers were placed on the Criminal Trespass List and will update the list at least annually.

#### UPDATING THE CRIMINAL TRESPASS LIST

- A. The Criminal Trespass List will be updated at least annually and forwarded to the following locations to be posted:
  - 1. The Main Office, 101 W. High Street.
  - 2. To all Asset Managers to be posted in SMHA buildings.
  - 3. The Springfield Police Department. The list will be accompanied with a letter from SMHA granting the Police Division permission to arrest the listed people for Criminal Trespass if they are found on any SMHA properties.
  - 4. The Clark County Sheriff's Department (as needed).
- B. SMHA may also notify residents of any newly added people to the Criminal Trespass List by placing their names in the monthly newsletter.

#### DOCUMENTATION BY POLICE OFFICERS

- A. Officers shall document and inform SMHA of any incidents involving persons arrested for Criminal Trespass in regard to SMHA properties.
- B. The Officer shall provide the name of the person arrested, date and time of arrest and the address of the current SMHA resident who violated the Criminal Trespass List.
- C. Once the Officer forwards the documentation to SMHA that the current SMHA resident has permitted or had knowledge that the trespassed person was not allowed on the property, the Asset Manger will issue a 30-day notice to vacate the premises.

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**ATTACHMENT (E)**

Residents' Comments

A public hearing regarding SMHA's 2011 Five-Year and Annual Plan was held during SMHA's Board of Commissioners' meeting on Monday, July 11, 2011 at 4:00 p.m. in the Community Room of the Lincoln Park Community Center at 1900 Huron Avenue as publicly advertised.

There were no public comments received at the hearing/board meeting or during the adoption of resolution #1548 approving the 2011 Annual/Five-Year Plan and its submission, nor were written comments received from residents during the 45-day public comment period or prior to the hearing.

Expires 4/30/2011

<b>Part I: Summary</b>			
<b>PHA Name:</b>  Springfield Metropolitan Housing Authority	<b>Grant Type and Number</b> CFP Grant No: OH16P021501-08 Date of CFFP: _____		<b>RHF Grant No:</b> _____ <b>FFY of Grant:</b> 2008 <b>FFY of Grant Approval:</b> _____

<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: _____	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (Revision No.: _____)	<input type="checkbox"/> Final Performance and Evaluation Report
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P-E Report 04-11-2011

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Revision #4 11-09	Revision #5	Obligated	Expended
1	Total non-CFP Funds			\$0	\$0.00
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$200,614	\$200,164	\$200,164	\$200,164
3	1408 Management Improvements	\$200,614	\$200,164	\$200,164	\$200,164
4	1410 Administration (may not exceed 10% of line 20)	\$100,307	\$100,579	\$100,579	\$100,579
5	1411 Audit	\$5,000	\$5,000	\$5,000	\$5,000
6	1415 Liquidated Damages	\$0	\$0	\$0	\$0
7	1430 Fees and Costs	\$100,000	\$100,000	\$100,000	\$100,000
8	1440 Site Acquisition	\$0	\$0	\$0	\$0
9	1450 Site Improvement	\$223,413	\$6,246	\$6,246	\$6,246
10	1460 Dwelling Structures	\$129,621	\$382,916	\$382,916	\$382,916
11	1465.1 Dwelling Equipment - Nonexpendable	\$43,500	\$0	\$0	\$0
12	1470 Nondwelling Structures	\$0	\$0	\$0	\$0
13	1475 Nondwelling Equipment	\$0	\$8,000	\$8,000	\$8,000
14	1485 Demolition	\$0	\$0	\$0	\$0
15	1492 Moving to Work Demonstratoin	\$0	\$0	\$0	\$0
16	1495.1 Relocation Costs	\$0	\$0	\$0	\$0
17	1499 Development Activities <sup>4</sup>	\$0	\$0	\$0	\$0
18a	1501 Collateralization or Debt Service paid by the PHA	\$0	\$0	\$0	\$0
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0	\$0	\$0	\$0
19	1502 Contingency (may not exceed 8% of line 20)	\$0	\$0	\$0	\$0
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	\$0	\$0	\$0	\$0
21	Amount of line 20 Related to LBP Activities:	<b>\$1,003,069</b>	<b>\$1,003,069</b>	<b>\$1,003,069</b>	<b>\$1,003,069</b>
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of Line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

<b>Signature of Executive Director</b>	<b>Date:</b>	<b>Signature of Public Housing Director</b>	<b>Date:</b>
		\$1,003,069	

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

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)  
Part II: Supporting Pages**

PHA Name:		Grant Type and Number		Capital Fund		Federal FY of Grant:		
PRINGFIELD METROPOLITAN HOUSING AUTHORITY		Capital Fund Program Grant #		OH16P021501-08		2008		
		Replacement Housing Factor Grant #						
AMP & Development	General Description of Major Work Categories	BLI	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev#4	Revised 08-10	Obligated	Expended	
Central Office/PHA	For PHA-Wide Activities	1406		\$200,164	\$200,164	\$200,164	\$200,164	Grant is fully expended
Management Impro	AMP-Wide related management improve.	1408			\$200,164	\$200,164	\$200,164	A "Final Budget Rev."
AMP 21-21	" "	1408		\$0				will be processed for close
AMP 21-22	AMP-Wide Management Needs Assessment	1408		\$20,164				out later
AMP 21-23	AMP-Wide Preventive Maintenance Improvements	1408		\$40,000				
AMP 21-24	AMP-Wide Social Services Improvements	1408		\$30,000				
AMP 21-25	AMP-Wide management training	1408		\$30,000				
	AMP-Wide Security to improve management -							
AMP 21-21	Supplemental security coverage -	1408		\$0				
AMP 21-22	to replace PHEDEP.	1408		\$20,000				
AMP 21-23	" "	1408		\$20,000				
AMP 21-24	" "	1408		\$20,000				
AMP 21-25	" "	1408		\$20,000				
Administrative Costs	CFP Related Administration and Salaries:	1410			\$100,579	\$100,579	\$100,579	
AMP 21-21	A % of salaries & benefits -	1410		\$0				
AMP 21-22	RFP/Bidding advertisements -	1410		\$25,307				
AMP 21-23	and printing and	1410		\$25,000				
AMP 21-24	Employee Training -	1410		\$25,000				
AMP 21-25	Per AMP			\$25,000				
Audit	Capital Fund related auditing expenses	1411		\$5,000	\$5,000	\$5,000	\$5,000	
Fees and Costs	Fees and Costs per AMP:	1430			\$100,000	\$100,000	\$100,000	
AMP 21-22	Modernization planning and construction -	1430		\$25,000				
AMP 21-23	oversight including A/E fees per AMP	1430		\$25,000				
AMP 21-24	" "	1430		\$25,000				
AMP 21-25	" "	1430		\$25,000				
Site Improvements	Site improvements per AMP	1450			\$6,246	\$6,246	\$6,246	
AMP 21-22	241 & 309 Yellow Springs St., Woodford A	1450	2 Buildings					
	Repair handrail, and repair concrete walks			\$1,500				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)**  
**Part II: Supporting Pages**

PHA Name:		Grant Type and Number		Capital Fund		Federal FY of Grant:		
PRINGFIELD METROPOLITAN HOUSING AUTHORITY		Capital Fund Program Grant #		OH16P021501-08		2008		
		Replacement Housing Factor Grant #						
AMP & Development	General Description of Major Work Categories	BLI	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev#4	Revised 08-10	Obligated	Expended	
Central Office/PHA	For PHA-Wide Activities	1406		\$200,164	\$200,164	\$200,164	\$200,164	Grant is fully expended
Management Impro	AMP-Wide related management improve.	1408			\$200,164	\$200,164	\$200,164	A "Final Budget Rev."
AMP 21-23	1000 to 1029 Robinson Dr., site upgrades	1450	16 Buildings					
	Replace walks and upgrade landscaping			\$3,000				
AMP 21-24	721 to 777 Sherman Avenue Phase I Mod.	1450						
	Replace walks and upgrade landscaping		28 Buildings	\$10,500				
AMP 21-25	Greenbrier Retaining Wall Replacement	1450		\$0				
Dwelling Structures	Dwelling upgrades/modernization per AMP	1460			\$382,916	\$382,916	\$382,916	
AMP 21-21	" "	1460						
AMP 21-22	Extraordinary and non-routine maintenance	1460		\$10,000				
AMP 21-23	wages for capital fund improvements, and	1460		\$10,000				
AMP 21-24	unit upgrades per AMP as estimated ...	1460		\$10,000				
AMP 21-25	" "	1460		\$10,000				
AMP 21-21				\$0				
AMP 21-22	241 & 309 Yellow Springs St. Woodford A	1460	2 Buildings					
	Repair window sill and paint building trim	1460		\$1,500				
	315 Burnett Rd. Cole Manor:		1 Building					
	Perform misc. remedial repairs prior to -							
	possible renovation or demolition:							
	Repair concrete	1460		\$11,000				
	Repair mechanical/electrical systems	1460		\$11,500				
	Repair building roof as needed	1460		\$2,000				
AMP 21-23	1000 to 1029 Robinson Dr., Upgrades:	1460	16 Buildings					
	Replace/update unit porches			\$12,000				
	Repair foundation and exterior masonry			\$38,000				
	1717 Springmont St., Repair termite dama	1460	1 Building	\$4,000				
AMP 21-24	4726 Security Dr., Robert C. Henry Homes	1460	1 Building					
	Replace underground fuel oil storage tank -							

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)**  
**Part II: Supporting Pages**

PHA Name:		Grant Type and Number		Capital Fund		Federal FY of Grant:		
PRINGFIELD METROPOLITAN HOUSING AUTHORITY		Capital Fund Program Grant #		OH16P021501-08		2008		
		Replacement Housing Factor Grant #						
AMP & Development	General Description of Major Work Categories	BLI	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev#4	Revised 08-10	Obligated	Expended	
Central Office/PHA	For PHA-Wide Activities	1406		\$200,164	\$200,164	\$200,164	\$200,164	Grant is fully expended
Management Improv	AMP-Wide related management improve.:	1408			\$200,164	\$200,164	\$200,164	A "Final Budget Rev."
	To above ground storage			\$5,000				
	526 Murray St.:	1460	1 Building					
	Replace furnaces and install air conditioning	1460		\$8,000				
	Replace hall lighting	1460		\$3,000				
	Replace building entry doors	1460		\$4,000				
	Tile hallways and common areas, (VCT)	1460		\$15,000				
AMP 21-24	526 Murray St. and -	1460						
	721 to 777 Sherman Avenue Phase I Mod.	1460	29 Buildings	\$157,434				
	Renovate/modernize building interior/exterior.:							
	Replace roofs							
	Upgrade plumbing/electrical to meet code							
	Replace cabinets, doors, flooring, bathroom fixtures, and unit re-painting							
AMP 21-25	365 S. Douglas, Repair sewer line	1460	1 Building	\$3,000				
	1707 E. High St. Hugh Taylor	1460	1 Building					
	Hugh Taylor Apts., Replace awnings	1460		\$15,000				
	Hugh Taylor Apts., Replace card reader	1460		\$9,000				
Dwelling Equipmen	Dwelling equipment per AMP	1465			\$0	\$0	\$0	
PHA Wide	Maint. Truck and Snow Plow	1465		\$0				
AMP 21-21		1465		\$0				
AMP 21-22	Replace water heaters furnaces	1465		\$10,000				
AMP 21-23	Replace water heaters furnaces	1465		\$13,000				
AMP 21-24	Replace water heaters furnaces	1465		\$10,000				
AMP 21-25	Replace water heaters furnaces	1465		\$10,000				
PHA-Wide	Non-Dwelling Equipment	1475		\$8,000	\$8,000	\$8,000	\$8,000	
Relocation	315 Burnett Rd, Cole Manor	1495.1	1 Building					

**Annual Statement/Performance and Evaluation Report  
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)  
 Part II: Supporting Pages**

PHA Name: <b>PRINGFIELD METROPOLITAN HOUSING AUTHORITY</b>		Grant Type and Number Capital Fund <b>OH16P021501-08</b>		Federal FY of Grant: <b>2008</b>				
		Capital Fund Program Grant #		Replacement Housing Factor Grant #				
AMP & Development	General Description of Major Work Categories	BLI	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Rev#4	Revised 08-10	Obligated	Expended	
Central Office/PHA	For PHA-Wide Activities	1406		\$200,164	\$200,164	\$200,164	\$200,164	Grant is fully expended
Management Impro	AMP-Wide related management improve.	1408			\$200,164	\$200,164	\$200,164	A "Final Budget Rev. "
AMP 21-22	Relocation	1495.1		\$0				
				\$1,003,069	\$1,003,069	\$1,003,069	\$1,003,069	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



Expires 4/30/2011

<b>Part I: Summary</b>						
<b>PHA Name:</b>  Springfield Metropolitan Housing Authority		<b>Grant Type and Number</b> CFP Grant No: _____ RHF Grant No: _____ Date of CFFP: _____ OH16R021501-08			<b>FFY of Grant:</b> 2008 <b>FFY of Grant Approval:</b> 2009	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No.: _____)              P-E Report 4-11-2011 <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$0.00	\$0.00	\$0.00	\$0.00	
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1492 Moving to Work Demonstratoin	\$0.00	\$0.00	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities <sup>4</sup>	\$201,085.00	\$0.00	\$0.00	\$0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$201,085.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00	\$0.00	\$0.00	
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00	
25	Amount of Line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>		

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





**Part I: Summary**

PHA Name:

Springfield Metropolitan Housing Authority

Grant Type and Number

CFP Grant No: OH16S021501109  
 Date of CFFP: \_\_\_\_\_

RHF Grant No:

FFY of Grant: 2009  
 FFY of Grant Approval: 2009

Type of Grant

Original Annual Statement  
 Performance and Evaluation Report for Period Ending:

Revised Annual Statement (Revision No.: #3)  
 Final Performance and Evaluation Report

recapture adjustment only  
 Rev #2 rejected by HUD

Reserve for Disasters/Emergencies

Summary by Development Account

Line	Description	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		#1 Revised 10/7/0	#3 Revised 11-09-11	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>				
3	1408 Management Improvements	\$152,000.00	\$0.00		\$0.00
4	1410 Administration (may not exceed 10% of line 20)	\$152,420.00	\$152,420.00		\$0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$93,406.78	\$93,406.78		\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$1,126,394.22	\$1,126,394.22		\$0.00
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2-19)	\$1,524,221.00	\$1,372,221.00		\$0.00
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00		\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00		\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00		\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$335,000.00	\$0.00		\$0.00
25	Amount of Line 20 Related to Energy Conservation Measures	\$305,200.00	\$0.00		\$0.00
Signature of Executive Director		Date: 11/11/11		Signature of Public Housing Director	

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

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

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

<sup>4</sup> RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Springfield Metropolitan Housing Authority		Grant Type and Number: CFP Grant No.: RHF Grant No.: OH16S02150109		CFPP (No):		Federal FY of Grant: 2009		Status of Work
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
				Revision #1	Revision #3, 11-09-11	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMP 21-22	Roof replacements	1460	2	\$0.00	\$0.00			
Woodford:	Roof replacements	1460	2	\$200,000.00	\$200,000.00			
	Install landscaping - REAC requirements	1450	1	\$0.00	\$0.00			
	Remove concrete fins	1460		\$75,000.00	\$75,000.00			
	Repair walkways/Called Phase II (partial proposed)	1460		\$50,000.00	\$50,000.00			
	Elevator upgrades per inspection	1460	2	\$8,000.00	\$8,000.00			
	Elevator cab upgrades	1460	2	\$2,000.00	\$2,000.00			
	Concrete repairs	1460		\$25,000.00	\$25,000.00			
	Unit modernization	1460	30	\$35,000.00	\$35,000.00			
	Exterior stairwell upgrades/repairs	1460	2	\$75,000.00	\$75,000.00			
	Community Room/Lobby upgrades/Called Phase I	1460	2	\$86,194.22	\$86,194.22			
	Upgrade entry doors, card access, security system	1460	1	\$35,000.00	\$35,000.00			
	Exterior site improvements	1450		\$0.00	\$0.00			
AMP-Wide:	Management Improvements: Training, Security Improvements, Communication & Data Improvements	1408		\$79,040.00	\$0.00			
AMP-Wide:	Administration	1410		\$79,327.00	\$79,327.00			
AMP-Wide:	Fees and Costs	1430		\$42,238.78	\$42,238.78			
AMP 21-23				\$0.00	\$0.00			
Grayhill:	HVAC upgrades - boilers	1460	4	\$14,000.00	\$14,000.00			
	HVAC upgrades - lobby	1460	1	\$8,000.00	\$8,000.00			
	HVAC upgrades - hallways	1460	4	\$7,000.00	\$7,000.00			
Scattered Sites:	Furnace replacements	1460	53	\$85,000.00	\$85,000.00			
	Water heater replacements	1460	53	\$39,000.00	\$39,000.00			
1000-1029 Robinson	Roof replacements	1460	3	\$35,000.00	\$35,000.00			
1358-1374 Kloddenz	Roof replacements	1460	1	\$15,000.00	\$15,000.00			

Part II: Supporting Pages

PHA Name: Springfield Metropolitan Housing Authority		Grant Type and Number CFP Grant No.: RHF Grant No.:		OH16S02150109		CFPP (No.):		Federal FY of Grant:		2009		Status of Work	
Development Number/ Name/PHA-wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>				
				Revision #1	Revision #3, 11-09-11								
AMF-Wide:	Management Improvements: Training, Security Improvements, Communication & Data Improvements	1408		\$27,360.00	\$0.00								
AMF-Wide:	Administration	1410		\$27,403.00	\$27,403.00								
AMF-Wide:	Fees and Costs	1430		\$19,188.00	\$19,188.00								
<b>AMF 21-24</b>				\$0.00	\$0.00								
Sherman Avenue:	Furnace replacements	1460	27	\$42,000.00	\$42,000.00								
	Water heater replacements	1460	27	\$18,000.00	\$18,000.00								
	Roof replacements	1460	6	\$70,000.00	\$70,000.00								
Scattered Sites:	Roof replacements	1460	8	\$65,000.00	\$65,000.00								
	Furnace replacements	1460	12	\$20,000.00	\$20,000.00								
	Water heater replacements	1460	12	\$10,000.00	\$10,000.00								
AMF-Wide:	Management Improvements: Training, Security Improvements, Communication & Data Improvements	1408		\$30,400.00	\$0.00								
AMF-Wide:	Administration	1410		\$30,448.00	\$30,448.00								
AMF-Wide:	Fees and Costs	1430		\$21,320.00	\$21,320.00								
<b>AMF 21-25</b>				\$0.00	\$0.00								
Scattered Sites:	Furnace replacements	1460	26	\$42,000.00	\$42,000.00								
	Water heater replacements	1460	26	\$18,200.00	\$18,200.00								
	Roof replacements	1460	3	\$12,000.00	\$12,000.00								
1435-1505 Selma	Roof replacements	1460	3	\$12,000.00	\$12,000.00								
919-921 Mound	Roof replacements	1460	2	\$5,000.00	\$5,000.00								
621 S. Lowry	Roof replacement	1460	1	\$4,000.00	\$4,000.00								
1661 Hillside	Roof replacement	1460	1	\$4,000.00	\$4,000.00								
101-115 Fostoria	Roof replacements	1460	4	\$16,000.00	\$16,000.00								
365 S. Douglas	Sewer line replacement	1460	1	\$6,000.00	\$6,000.00								

Part II: Supporting Pages

PHA Name:		Grant Type and Number		Federal FY of Grant:				
Springfield Metropolitan Housing Authority		CFP Grant No.: OH16S02150109 RHF Grant No.:		CFPP (No): 2009				
Development Number/ Name/PHA-wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision #1	Revision #3, 11-09-11	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMF-Wide:	Management Improvements: Training, Security Improvements, Communication & Data Improvements	1408		\$15,200.00	\$0.00			
AMF-Wide:	Administration	1410		\$15,242.00	\$15,242.00			
AMF-Wide:	Fees and Costs	1430		\$10,660.00	\$10,660.00			
<b>TOTAL GRANT:</b>				<b>\$1,524,221.00</b>	<b>\$1,372,221.00</b>			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Expires 4/30/2011

<b>Part I: Summary</b>						
<b>PHA Name:</b>  Springfield Metropolitan Housing Authority		<b>Grant Type and Number</b> CFP Grant No: _____ RHF Grant No: _____ Date of CFFP: _____ OH16R021501-09			<b>FFY of Grant:</b> 2009 <b>FFY of Grant Approval:</b> 2009	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No.: _____)              P-E Report 4-11-2011 <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$0.00	\$0.00	\$0.00	\$0.00	
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1492 Moving to Work Demonstratoin	\$0.00	\$0.00	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities <sup>4</sup>	\$123,043.00	\$0.00	\$0.00	\$0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$123,043.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00	\$0.00	\$0.00	
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00	
25	Amount of Line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>		

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





Expires 4/30/2011

<b>Part I: Summary</b>					
<b>PHA Name:</b>  <b>Springfield Metropolitan Housing Authority</b>		<b>Grant Type and Number</b> CFP Grant No: <b>OH16P021501-10</b>		RHF Grant No:	<b>FFY of Grant:</b> <b>2010</b>
				<b>FFY of Grant Approval:</b> <b>2010</b>	
<b>Type of Grant</b>					
<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:		<input type="checkbox"/> Final Performance and Evaluation Report		<b>P-E Report</b> <b>Sep-11</b>	
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Revised Original	Revision	Obligated	Expended
1	Total non-CFP Funds			\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$209,663.00		\$199,663.00	\$199,663.00
3	1408 Management Improvements	\$56,000.00		\$21,489.35	\$21,489.35
4	1410 Administration (may not exceed 10% of line 20)	\$104,828.00		\$104,831.00	\$104,831.00
5	1411 Audit			\$0.00	\$0.00
6	1415 Liquidated Damages			\$0.00	\$0.00
7	1430 Fees and Costs	\$128,000.00		\$32,074.35	\$32,074.35
8	1440 Site Acquisition			\$0.00	\$0.00
9	1450 Site Improvement	\$78,000.00		\$0.00	\$0.00
10	1460 Dwelling Structures	\$418,822.00		\$15,252.07	\$15,252.07
11	1465.1 Dwelling Equipment - Nonexpendable	\$44,000.00		\$0.00	\$0.00
12	1470 Nondwelling Structures			\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$8,000.00		\$0.00	\$0.00
14	1485 Demolition			\$0.00	\$0.00
15	1492 Moving to Work Demonstration			\$0.00	\$0.00
16	1495.1 Relocation Costs	\$1,000.00		\$0.00	\$0.00
17	1499 Development Activities <sup>4</sup>			\$0.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA			\$0.00	\$0.00
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment			\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)			\$0.00	\$0.00
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$1,048,313.00</b>	<b>\$0.00</b>	<b>\$373,309.77</b>	<b>\$373,309.77</b>
21	Amount of line 20 Related to LBP Activities:		\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of Line 20 Related to Energy Conservation Measures		\$0.00	\$0.00	\$0.00
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>	

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

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

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

<sup>4</sup> RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-10</b> RHF Grant No.:			Federal FFY of Grant: <b>2010</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH021000022</b>								6-8-11 changes
Woodford:	(In the process of removing from PIC inventory - HUD is reviewing lease disposition. Only funds for this project will be emergency).							per A. Vrankar e-mail. Changes to be made in next rev.
<b>Cole Manor:</b>	<b>Phase II of ongoing phased renovations:</b>	1460	8	\$338,822.00				
	Enclose or re-build walkways -							
	HVAC upgrades as required -							
	Install fire rated walkway windows as needed-							
	Replace or enclose exterior stairwells -							
	Misc. structural and walkway concrete repairs -							
	Remove concrete fins as necessary -							
	and misc. exterior/interior upgrades and repairs.							
AMP-Wide:	Non-Routine Maintenance Work Items	1460	n/a	\$2,000.00				
	Temporary resident relocation per construction	1495.1	2	\$1,000.00				
	Install 6 commercial washers and 6 dryers	1465	12	\$12,000.00				
	Non-/Dwelling Equipment	1475	n/a	\$2,000.00				
	CFP Related Training	1408				\$372.34	\$372.34	
	2009 Audit Findings - accounting fees	1408	n/a	\$10,000.00				
	2009 Audit Findings - accounting consultants	1408	n/a	\$4,000.00		\$5,000.00	\$5,000.00	
AMP-Wide:	Operations per AMP	1406	n/a	\$52,415.75		\$49,915.00	\$49,915.00	
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$26,207.00		\$26,207.00	\$26,207.00	
	Modernization Director		1					
	Construction Manager		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related A/E/Consulting fees	1430	1	\$30,000.00				
AMP-Wide:	CFP related consulting fees	1430	1	\$30,000.00		\$8,018.59	\$8,018.59	

<b>Part II: Supporting Pages</b>								
<b>PHA Name:</b> <b>Springfield Metropolitan Housing Authority</b>		<b>Grant Type and Number</b> CFP Grant No.: <b>OH16P021501-10</b> RHF Grant No.:			<b>Federal FFY of Grant:</b> <b>2010</b>			
<b>Development Number/ Name/PHA-wide Activities</b>	<b>General Description of Major Work Categories</b>	<b>Development Account No.</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
				<b>Revised Original</b>	<b>Revision #</b>	<b>Funds Obligated<sup>2</sup></b>	<b>Funds Expended<sup>2</sup></b>	
<b>OH21000023</b>								
Grayhill -	HVAC upgrades as required	1460	7	\$16,000.00				
AMP-Wide:	Non-Routine Maintenance Work Items	1460	n/a	\$2,000.00		\$1,823.33	\$1,823.33	
AMP-Wide:	Install 6 commercial washers and 6 dryers	1465	12	\$12,000.00				
AMP-Wide:	AMP Operations	1406	n/a	\$52,415.75		\$49,915.00	\$49,915.00	
PHA -Wide	Non-Dwelling Equipment	1475	n/a	\$2,000.00				
	CFP Related Training	1408				\$372.34	\$372.34	
	2009 Audit Findings - accounting fees	1408	n/a	\$10,000.00				
	2009 Audit Findings - accounting consultants	1408	n/a	\$4,000.00		\$5,000.00	\$5,000.00	
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$26,207.00		\$26,207.00	\$26,207.00	
	Modernization Director		1					
	Construction Manager		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related consulting fees	1430	1	\$10,000.00		\$8,018.59	\$8,018.59	
	CFP related A/E and engineering fees	1430	1	\$10,000.00				

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-10</b> RHF Grant No.:			Federal FFY of Grant: <b>2010</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH021000024</b>								
<b>Henry-Sherman</b>								
<b>Sherman Avenue -</b>	Site imp. sidewalks, landscap., retaining wall	1450	n/a	\$75,000.00				
<b>Lambers</b>	1525 Lambers Unit Modernization, Floor Repl. -	1460	1	\$10,000.00		\$5,940.00	\$5,940.00	
	Storm Door Replacement -							
	Downspout drain and drive repair							
<b>AMP-Wide:</b>	Non-Routine Maintenance	1460	n/a	\$2,000.00		\$1,825.33	\$1,825.33	H. Homes Shilke
AMP-Wide:	Install 6 commercial washers and 6 dryers	1465	12	\$12,000.00				
AMP-Wide:	Non-Dwelling Equipment	1475	n/a	\$2,000.00				
AMP-Wide:	Operations	1406	n/a	\$52,415.75		\$49,915.00	\$49,915.00	
	CFP related and est. A/E, Engineering fees	1408				\$372.34	\$372.34	
	2009 Audit Findings - accounting fees	1408	n/a	\$10,000.00		\$0.00	\$0.00	
	2009 Audit Findings - accounting consultants	1408	n/a	\$4,000.00		\$5,000.00	\$5,000.00	
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$26,207.00		\$26,207.00	\$26,207.00	
	Modernization Director		1					
	Construction Manager		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related and est. A/E, Engineering fees	1430	1	\$8,000.00				
	Est. Consulting fees	1430	1	\$17,000.00		\$8,018.59	\$8,018.59	

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-10</b> RHF Grant No.:			Federal FFY of Grant: <b>2010</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH021000025</b>								
<b>Hugh Taylor -</b>								
<b>Scattered Sites:</b>	Misc Non-routine maintenance items	1460	n/a	\$2,000.00				
	Ongoing Roof upgrades	1460	2	\$8,000.00				
	365 Douglas interior renovation - Cabinets, flors, bathroom, kitchen	1460	1	\$28,000.00		\$4,217.07	\$4,217.07	
PHA-Wide	Non-Routine Maintenance	1460	n/a	\$2,000.00		\$1,469.32	\$1,469.32	
	Misc. site improvements, seal parking lots, etc.	1450	3	\$3,000.00				
	Install 8 commercial washers and 8 dryers	1465	8	\$16,000.00				
AMP-Wide:	Non-Dwelling Equipment	1475	n/a	\$2,000.00				
AMP-Wide:	Operations	1406	n/a	\$52,415.75		\$49,915.00	\$49,915.00	
	CFP Related Training	1408	n/a	\$0.00		\$355.34	\$355.34	
	AMP Computer Software	1408	2	\$0.00				
	2009 Audit Findings - accounting fees	1408	n/a	\$10,000.00				
	2009 Audit Findings - accounting consultants	1408	n/a	\$4,000.00		\$5,000.00	\$5,000.00	
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$26,207.00		\$26,207.00	\$26,207.00	
	Modernization Director		1					
	Construction Manager		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related A/E and engineering fees	1430	1	\$5,000.00				
AMP-Wide:	CFP related and est. consulting fees	1430	1	\$18,000.00		\$8,018.59	\$8,018.59	
<b>TOTAL GRANT:</b>				<b>\$1,048,313.00</b>		<b>\$373,309.77</b>	<b>\$373,309.77</b>	<b>See notes</b>

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

**Note Draws as of 9-9-2011 Draw 13. Changes will be made in next budget revision to add monies for line items. This report is un-audited and based on current financial information.**



Expires 4/30/2011

<b>Part I: Summary</b>						
<b>PHA Name:</b>  Springfield Metropolitan Housing Authority		<b>Grant Type and Number</b> CFP Grant No: _____ RHF Grant No: _____ Date of CFFP: _____ OH16R021501-10			<b>FFY of Grant:</b> 2010 <b>FFY of Grant Approval:</b> 2010	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (Revision No.: _____)		<b>RHF Grant 2010</b> <b>P-E 4-2011</b>
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:				<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$0.00	\$0.00	\$0.00	\$0.00	
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1492 Moving to Work Demonstratoin	\$0.00	\$0.00	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities <sup>4</sup>	\$130,091.00	\$0.00	\$0.00	\$0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$130,091.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00	\$0.00	\$0.00	
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00	
25	Amount of Line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>		<b>Date:</b>

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





Expires 4/30/2011

<b>Part I: Summary</b>						
<b>PHA Name:</b>  Springfield Metropolitan Housing Authority		<b>Grant Type and Number</b> CFP Grant No: _____ RHF Grant No: _____ Date of CFFP: _____ OH16R021501-11			<b>FFY of Grant:</b> 2011 <b>FFY of Grant Approval:</b> 2011	
<b>Type of Grant</b> <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No.: _____) <b>Original Budget 4-11-2011</b> <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00	
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$0.00	\$0.00	\$0.00	\$0.00	
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
4	1410 Administration (may not exceed 10% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1492 Moving to Work Demonstratoin	\$0.00	\$0.00	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
17	1499 Development Activities <sup>4</sup>	\$130,091.00	\$0.00	\$0.00	\$0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$130,091.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00	\$0.00	\$0.00	
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00	
25	Amount of Line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>		

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





<b>Part I: Summary</b>				
<b>PHA Name:</b>		<b>Grant Type and Number</b>		
<b>Springfield Metropolitan Housing Authority</b>		CFP Grant No: <b>OH16P021501-09</b>	RHF Grant No:	
		Date of CFFP:		
<b>Type of Grant</b>				
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (Revision No.: <b>4</b> ) <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 Obligated
		Revised (2)	Revised (4)	
1	Total non-CFP Funds			
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$194,087.00	\$194,087.00	\$194,087.00
3	1408 Management Improvements	\$12,000.00	\$16,458.49	\$14,932.27
4	1410 Administration (may not exceed 10% of line 20)	\$97,044.00	\$97,044.00	\$97,490.00
5	1411 Audit	\$2,000.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	
7	1430 Fees and Costs	\$100,000.00	\$110,448.50	\$101,660.68
8	1440 Site Acquisition	\$0.00	\$0.00	
9	1450 Site Improvement	\$3,000.00	\$9,000.00	\$6,000.00
10	1460 Dwelling Structures	\$502,307.00	\$488,888.51	\$331,288.29
11	1465.1 Dwelling Equipment - Nonexpendable	\$50,000.00	\$24,511.50	\$12,775.66
12	1470 Nondwelling Structures	\$0.00	\$0.00	
13	1475 Nondwelling Equipment	\$10,000.00	\$30,000.00	\$40,000.00
14	1485 Demolition	\$0.00	\$0.00	
15	1492 Moving to Work Demonstration	\$0.00	\$0.00	
16	1495.1 Relocation Costs	\$0.00	\$0.00	
17	1499 Development Activities <sup>4</sup>	\$0.00	\$0.00	
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$970,438.00</b>	<b>\$970,438.00</b>	<b>\$798,233.90</b>
21	Amount of line 20 Related to LBP Activities:	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs		\$0.00	\$0.00
25	Amount of Line 20 Related to Energy Conservation Measures		\$0.00	\$0.00
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>

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

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

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

<sup>4</sup> RHF funds shall be included here.

**FFY of Grant:**  
 2009  
**FFY of Grant Approval:**  
 2009

3/10/2011

<b>Actual Cost<sup>1</sup></b>	
	<b>Expended</b>
	\$194,087.00
	\$12,733.06
	\$97,490.00
	\$83,192.22
	\$3,000.00
	\$162,882.23
	\$7,849.79
	\$0.00
	\$0.00
	<b>\$561,234.30</b>
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

**Date:**

	A	B	D	E	F	G	H	I	J
1	Annual Statement/Performance and Evaluation Report						U.S. Department of Housing and Urban Development		
2	Capital Fund Program, Capital Fund Program Replacement Housing Factor and						Office of Public and Indian Housing		
3	Capital Fund Financing Program							OMB No. 2577-0226	
4								Expires 4/30/2011	
5	<b>Part II: Supporting Pages</b>								
6	PHA Name:		Grant Type and Number			Federal FFY of Grant:			
7	Springfield Metropolitan Housing Authority		CFP Grant No.:		OH16P021501-09	CFFP (No):		2009	
8			RHF Grant No.:						
9	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
10					Revised (2)	Revised (4)	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
11	<b>AMP 21-22</b>								
12	Woodford:	General exterior improvements, windows sills	1460						
13		Health and Safety Tripping Hazard, 2 Buildings	1460			\$2,372.00	\$2,372.00	\$2,372.00	
14		General site improvements, seal parking lot	1450						
15		Woodford Fencing	1450	1		\$3,000.00	\$3,000.00	\$3,000.00	
16	Cole Manor:	Long term renovations in phases: part of Phase II	1460	n/a	\$247,307.00	\$138,199.55	\$13,282.33	\$13,282.33	
17		Boiler Upgrades	1460	2					
18		Roof Improvements	1460	1					
19		Begin enclosing walkways,	1460	8					
20		HVAC Upgrades	1460	1					
21		Misc. ongoing concrete upgrades,	1460	8					
22		Remove exterior concrete fins as necessary,	1460	80					
23		Dwelling Equipment, Security Cameras for elevators	1465.1	1		\$3,511.50	\$3,511.50	\$3,511.50	
24		Dwelling Equipment, Appliances	1465.1	12	\$20,000.00	\$6,000.00	\$918.95	\$918.95	
25	AMP-Wide:	Management Improvements: Training	1408	n/a	\$3,000.00	\$3,000.00	\$2,244.54	\$2,244.54	
26	AMP-Wide:	Administrative CFP Salaries	1410	3	\$49,044.00	\$49,044.00	\$49,044.00	\$49,044.00	
27		Modernization Director		1					
28		Construction Manager		1					
29		Special Project Coordinator		1					
30		CFP related consulting fees -	1430	2	\$39,000.00	\$39,000.00	\$39,000.00	\$29,372.92	
31	AMP-Wide:	Fees and Costs A/E and Consultant							
32	AMP-Wide	CFP Audit	1411	n/a	\$500.00	\$0.00			
33	AMP-Wide:	Purchase Maintenance Equipment	1475	n/a		\$5,000.00	\$5,000.00		
34	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
35					Revised (2)	Revised (4)	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
36									

	A	B	D	E	F	G	H	I	J
1	Annual Statement/Performance and Evaluation Report						U.S. Department of Housing and Urban Development		
2	Capital Fund Program, Capital Fund Program Replacement Housing Factor and						Office of Public and Indian Housing		
3	Capital Fund Financing Program							OMB No. 2577-0226	
4								Expires 4/30/2011	
5	<b>Part II: Supporting Pages</b>								
6	PHA Name:		Grant Type and Number			Federal FFY of Grant:			
7	Springfield Metropolitan Housing Authority		CFP Grant No.:		OH16P021501-09	CFFP (No):		2009	
8			RHF Grant No.:						
9	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
10					Revised (2)	Revised (4)	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
37	<b>AMP 21-23</b>								
38	Grayhill:	Roof and guttering replacement	1460	1	\$220,000.00	\$134,000.00	\$134,000.00	\$67,500.00	
39	Scattered Sites:	Misc. Non-routine maint	1460	1	\$10,000.00	\$0.00			
40		Grayhill Entry Repairs	1460	1		\$1,018.00	\$1,018.00	\$1,018.00	
41		Ongoing roof upgrades	1460	1	\$2,000.00	\$0.00			
42		Boiler Upgrades	1460	1		\$5,000.00			
43		1250 Innisfallen Ave. Bathroom remodel	1460	1		\$2,000.00	\$2,000.00		
44	AMP-Wide:	Dwelling Equipment, Appliances	1465.1	10	\$10,000.00	\$5,000.00			
45	AMP-Wide:	Management Improvements: Training	1408	n/a	\$3,000.00	\$4,229.25	\$4,229.25	\$3,496.18	
46	AMP-Wide:	Administrative CFP Salaries	1410	3	\$35,000.00	\$35,446.00	\$35,446.00	\$35,446.00	
47		Modernization Director		1					
48		Construction Manager		1					
49		Special Project Coordinator		1					
50		CFP related consulting fees -	1430	2					
51	AMP-Wide:	Fees and Costs A/E and Consultant			\$20,500.00	\$30,948.50	\$30,948.50	\$28,096.25	
52	AMP-Wide:	Purchase Maintenance Equipment	1475	5	\$10,000.00	\$10,000.00	\$10,000.00		
53	AMP-Wide:	CFP Audit	1411	n/a	\$500.00	\$0.00			
54	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
55					Revised (2)	Revised (4)	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
56	<b>AMP 21-24</b>								
57	Henry Homes								
58	Murray Bldg.	Interior - Exterior Renovations Murray	1460	24	\$10,000.00	\$78,924.00	\$78,924.00	\$49,301.90	
59	Scattered Sites:	Misc. roof replacements	1460	2	\$1,000.00	\$0.00			
60		Boiler Upgrades	1460	2		\$5,000.00			
61	AMP-Wide:	Dwelling Equipment, Appliances	1465.1	20	\$10,000.00	\$5,000.00	\$1,377.00	\$1,377.00	
62	AMP-Wide:	Management Improvements: Training	1408	n/a	\$3,000.00	\$5,000.00	\$4,229.24	\$3,496.17	

	A	B	D	E	F	G	H	I	J
1	Annual Statement/Performance and Evaluation Report						U.S. Department of Housing and Urban Development		
2	Capital Fund Program, Capital Fund Program Replacement Housing Factor and						Office of Public and Indian Housing		
3	Capital Fund Financing Program							OMB No. 2577-0226	
4								Expires 4/30/2011	
5	<b>Part II: Supporting Pages</b>								
6	<b>PHA Name:</b>		<b>Grant Type and Number</b>			<b>Federal FFY of Grant:</b>			
7	<b>Springfield Metropolitan Housing Authority</b>		CFP Grant No.:		<b>OH16P021501-09</b>	CFFP (No):		<b>2009</b>	
8			RHF Grant No.:						
9	<b>Development Number/ Name/PHA-wide Activities</b>	<b>General Description of Major Work Categories</b>	<b>Development Account No.</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
10					<b>Revised (2)</b>	<b>Revised (4)</b>	<b>Funds Obligated<sup>2</sup></b>	<b>Funds Expended<sup>2</sup></b>	
63	AMP-Wide:	Administrative CFP Salaries	1410	3	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	
64		Modernization Director		1					
65		Construction Manager		1					
66		Special Project Coordinator		1					
67		CFP related consulting fees -	1430	2					
68	AMP-Wide:	Fees and Costs A/E and Consultant							
69	AMP-Wide:	CFP Audit	1411	n/a	\$500.00	\$0.00			
70	AMP-Wide:	Fees and Costs A/E and Consultant	1430	n/a	\$20,500.00	\$24,915.00	\$24,914.39	\$20,420.56	
71		Pre-REAC Site Improvements Trees and -	1450	4		\$3,000.00	\$3,000.00		
72		bushes trim and remove							
73	Misc Unit mods	1619 Coachhill Unit Renovation - Bath remodel,	1460	1		\$7,400.00	\$7,400.00		
74		interior doors replaced and exterior porch repairs.							
75		1230 Highland Ave. Unit Renovation - Flooring replaced,	1460	1		\$11,300.00	\$11,300.00		
76		New windows, HVAC System, Hot Tank, Front & Rear Porches							
77		1958 Hartley Unit Renovation-New Flooring, windows.	1460	1		\$13,000.00	\$13,000.00		
78		kitchen cabinets, interior doors and bath room upgrades.							
79		1571 Coachhill Unit Renovation-New Flooring, windows.	1460	1		\$18,000.00	\$18,000.00		
80		kitchen cabinets, interior doors and bath room upgrades.							
81	AMP-Wide:	Maintenance Equipment	1475	2		\$10,000.00	\$10,000.00		
82									
83	<b>Development Number/ Name/PHA-wide Activities</b>	<b>General Description of Major Work Categories</b>	<b>Development Account No.</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
84					<b>Revised (2)</b>	<b>Revised (4)</b>	<b>Funds Obligated<sup>2</sup></b>	<b>Funds Expended<sup>2</sup></b>	
85									

	A	B	D	E	F	G	H	I	J
1	Annual Statement/Performance and Evaluation Report						U.S. Department of Housing and Urban Development		
2	Capital Fund Program, Capital Fund Program Replacement Housing Factor and						Office of Public and Indian Housing		
3	Capital Fund Financing Program							OMB No. 2577-0226	
4								Expires 4/30/2011	
5	<b>Part II: Supporting Pages</b>								
6	PHA Name:		Grant Type and Number			Federal FFY of Grant:			
7	Springfield Metropolitan Housing Authority		CFP Grant No.:		OH16P021501-09	CFFP (No):		2009	
8			RHF Grant No.:						
9	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
10					Revised (2)	Revised (4)	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
86	AMP 21-25								
87	Hugh Taylor								
88	Scattered Sites:	Misc. Non-routine maint. Work items	1460	5	\$10,000.00	\$50,563.96	\$50,563.96	\$31,780.00	
89		Ongoing Roof Improvements	1460	2	\$2,000.00	\$0.00			
90		Boiler Upgrades	1460	2		\$5,000.00			
91		1435 Selma Rd. Foloring Upgrade	1460	1		\$3,000.00	\$3,000.00		
92		Misc. site improvements, seal parking lots	1450	2	\$3,000.00	\$3,000.00			
93	AMP-Wide:	Dwelling Equipment, Appliances	1465.1	10	\$10,000.00	\$5,000.00	\$6,968.21	\$2,042.34	
94	AMP-Wide:	Management Improvements: Training	1408	n/a	\$3,000.00	\$4,229.24	\$4,229.24	\$3,496.17	
95	AMP-Wide:	Administrative CFP Salaries	1410	3	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	
96		Modernization Director		1					
97		Construction Manager		1					
98		Special Project Coordinator		1					
99		CFP related consulting fees -	1430	2					
100	AMP-Wide:	Fees and Costs A/E and Consultant							
101	AMP-Wide:	CFP Audit	1411	n/a	\$500.00	\$0.00			
102	AMP-Wide:	Fees and Cost: A/E and Consultant	1430	n/a	\$20,000.00	\$20,000.00	\$6,797.79	\$5,302.49	
103		208 Sturgeon Unit Modernization - New doors, plumbing							
104		flooring and wall replacement.	1460	1		\$4,250.00	\$4,250.00		
105	AMP-Wide:	Maintenance Equipment	1475	2		\$10,000.00	\$10,000.00		
106	PHA-Wide, All AMPs:	General Operations	1406	n/a	\$194,087.00	\$194,087.00	\$194,087.00	\$194,087.00	
107	<b>TOTAL GRANT:</b>				<b>\$970,438.00</b>	<b>\$970,438.00</b>	<b>\$801,055.90</b>	<b>\$563,606.30</b>	
108									
109	<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.								
110	<sup>2</sup> To be completed for the Performance and Evaluation Report.								
111									
112									



Expires 4/30/2011

<b>Part I: Summary</b>					
<b>PHA Name:</b>  <b>Springfield Metropolitan Housing Authority</b>		<b>Grant Type and Number</b> CFP Grant No: <b>OH16P021501-11</b>		<b>RHF Grant No:</b>  	
				<b>FFY of Grant:</b> <b>2011</b>	
				<b>FFY of Grant Approval:</b> <b>2011</b>	
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (Revision No.:	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:				<input type="checkbox"/> Final Performance and Evaluation Report	
				<b>Corrected 8-5-2011</b>	
				<b>Original Revised 7-14-11</b>	
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Revised Original	Revision	Obligated	Expended
1	Total non-CFP Funds			\$0.00	\$0.00
2	1406 Operations (may not exceed 20% of line 20) <sup>3</sup>	\$189,023.00		\$0.00	\$0.00
3	1408 Management Improvements	\$48,000.00		\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 20)	\$94,511.00		\$0.00	\$0.00
5	1411 Audit			\$0.00	\$0.00
6	1415 Liquidated Damages			\$0.00	\$0.00
7	1430 Fees and Costs	\$100,000.00		\$0.00	\$0.00
8	1440 Site Acquisition			\$0.00	\$0.00
9	1450 Site Improvement	\$78,000.00		\$0.00	\$0.00
10	1460 Dwelling Structures	\$423,579.00		\$0.00	\$0.00
11	1465.1 Dwelling Equipment - Nonexpendable			\$0.00	\$0.00
12	1470 Nondwelling Structures			\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$11,000.00		\$0.00	\$0.00
14	1485 Demolition			\$0.00	\$0.00
15	1492 Moving to Work Demonstration			\$0.00	\$0.00
16	1495.1 Relocation Costs	\$1,000.00		\$0.00	\$0.00
17	1499 Development Activities <sup>4</sup>			\$0.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA			\$0.00	\$0.00
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment			\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)			\$0.00	\$0.00
<b>20</b>	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$945,113.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
21	Amount of line 20 Related to LBP Activities:		\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of Line 20 Related to Energy Conservation Measures		\$0.00	\$0.00	\$0.00
<b>Signature of Executive Director</b>		<b>Date:</b>		<b>Signature of Public Housing Director</b>	

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

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

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

<sup>4</sup> RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-11</b> RHF Grant No.:			CFPP (No): <b>2011</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH021000022</b>								
Woodford:	Unit/interior upgrades	1460	2	\$5,000.00				
<b>Cole Manor:</b>	<b>Phase III of ongoing phased renovations:</b>	1460	8	\$255,579.00				
	Enclose or re-build walkways -							
	HVAC upgrades as required -							
	Install fire rated walkway windows as needed-							
	Replace or enclose exterior stairwells -							
	Misc. structural and walkway concrete replacement -							
	Remove concrete fins as necessary -							
	and misc. exterior/interior-unit upgrades .							
AMP-Wide:	Non-Routine Maintenance Work Items	1460	2	\$5,000.00				
	Temporary resident relocation per construction	1495.1	2	\$1,000.00				
	Non-/Dwelling Equipment	1475		\$2,000.00				
	Audit Fees	1408		\$10,000.00				
	CFP/Managment Training	1408		\$2,000.00				
AMP-Wide:	Operations per AMP	1406		\$47,256.00				
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$23,628.00				
	Modernization Director -		1					
	Construction Manager -		1					
	Special Project Coordinator -		1					
AMP-Wide:	CFP related A/E/Consulting fees -	1430	1	\$30,000.00				
AMP-Wide:	CFP related consulting fees	1430	1	\$30,000.00				

Part II: Supporting Pages								
PHA Name:		Grant Type and Number			Federal FFY of Grant:			
Springfield Metropolitan Housing Authority		CFP Grant No.: OH16P021501-11	RHF Grant No.:	CFPP (No):	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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-11</b> RHF Grant No.:			CFPP (No): <b>2011</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH21000023</b>								
<b>Grayhill -</b>								
AMP-Wide:	Non-Routine Maintenance Work Items	1460		\$10,000.00				
	Scattered Sites unit upgrades	1460	5	\$30,000.00				
AMP-Wide:	AMP Operations	1406		\$47,255.00				
PHA -Wide	Non-Dwelling Equipment	1475		\$3,000.00				
	Audit Fees	1408		\$10,000.00				
	CFP/Managment Training	1408		\$2,000.00				
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$23,628.00				
	Modernization Director -		1					
	Construction Manager -		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related consulting fees	1430	1	\$5,000.00				
	CFP related A/E and engineering fees	1430	1	\$5,000.00				

<b>Part II: Supporting Pages</b>								
<b>PHA Name:</b> <b>Springfield Metropolitan Housing Authority</b>		<b>Grant Type and Number</b> CFP Grant No.: <b>OH16P021501-11</b> RHF Grant No.:			<b>Federal FFY of Grant:</b> <b>2011</b>			
<b>Development Number/ Name/PHA-wide Activities</b>	<b>General Description of Major Work Categories</b>	<b>Development Account No.</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
				<b>Revised Original</b>	<b>Revision #</b>	<b>Funds Obligated<sup>2</sup></b>	<b>Funds Expended<sup>2</sup></b>	
<b>OH021000024</b>								
<b>Henry Homes</b>	Fire Alarm Upgrades	1460	1	\$60,000.00				
<b>Sherman Avenue -</b>	Site imp. sidewalks, landscap., retaining wall	1450		\$75,000.00				
<b>AMP-Wide:</b>	Scatteres Site modernization	1460	5	\$30,000.00				
<b>AMP-Wide:</b>	Non-Routine Maintenance Work Items	1460	5	\$10,000.00				
AMP-Wide:	Non-Dwelling Equipment	1475		\$3,000.00				
AMP-Wide:	Operations	1406		\$47,256.00				
	Audit fees	1408		\$10,000.00				
	CFP/Managment Training	1408		\$2,000.00				
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$23,628.00				
	Modernization Director -		1					
	Construction Manager -		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related and est. A/E, Engineering fees	1430	1	\$7,500.00				
	Est. Consulting fees	1430	1	\$7,500.00				

Part II: Supporting Pages								
PHA Name: <b>Springfield Metropolitan Housing Authority</b>		Grant Type and Number CFP Grant No.: <b>OH16P021501-11</b> RHF Grant No.:			Federal FFY of Grant: <b>2011</b>			
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
				Revised Original	Revision #	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>OH02100025</b>								
Hugh Taylor -								
Scattered Sites:								
	Ongoing Roof upgrades	1460	2	\$8,000.00				
PHA-Wide	Non-Routine Maintenance Work Items	1460		\$10,000.00				
	Misc. site improvements, seal parking lots, etc.	1450	3	\$3,000.00				
AMP-Wide:	Non-Dwelling Equipment	1475		\$3,000.00				
AMP-Wide:	Operations	1406		\$47,256.00				
	CFP/Managment Training	1408		\$2,000.00				
	Audit fees	1408		\$10,000.00				
AMP-Wide:	Administration CFP related salaries for:	1410	3	\$23,627.00				
	Modernization Director -		1					
	Construction Manager -		1					
	Special Project Coordinator		1					
AMP-Wide:	CFP related A/E and engineering fees	1430	1	\$7,500.00				
AMP-Wide:	CFP related and est. consulting fees	1430	1	\$7,500.00				
<b>TOTAL GRANT:</b>				<b>\$945,113.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.



**Capital Fund Program -- Five Year Action Plan**  
**2011-2015**

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

<b>Part I: Summary</b>							
PHA Name/Number: Springfield Metropolitan Housing Authority OH021		Springfield, Clark, Ohio		<input checked="" type="checkbox"/> Original 5-Year <input type="checkbox"/> Revision No.      11/21/2011			
	Development No./Name/PHA-wide	Work Statement for Year 1 FFY	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5	
		2011	2012	2013	2014	2015	
B.	Physical Improvements	See Annual Statement	\$663,000.00	\$663,000.00	\$674,000.00	\$670,000.00	
C.	Management Improvements		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
D.	PHA-Wide Non-dwelling Structures and Equipment		\$17,000.00	\$17,000.00	\$16,000.00	\$20,000.00	
E.	Administration		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
F.	Other/Relocation		\$10,000.00	\$10,000.00			
G.	Operations		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	
H.	Demolition						
I.	Development (RHF Development Projects )		\$500,000.00				
J.	Capital Fund Financing - Debt Service						
K.	Total CFP Funds						
L.	Total Non-CFP Funds						
M.	<b>Grand Total</b>			<b>\$1,500,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>	<b>\$1,000,000.00</b>

<b>Part II: Supporting Pages - Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY	Work Statement for Year 2 FFY 2012			Work Statement for Year 3 FFY 2013		
	Development Number/Name	Quantity	Estimated Cost	Development Number/Name	Quantity	Estimated Cost
	General Description of Major Work Categories			General Description of Major Work Categories		
2011	<b>OH021000022 Cole Manor</b>			<b>OH021000022 Cole Manor</b>		
	Cole Manor: Continue Phased Modernization	1	\$239,000.00	Cole Manor: Continued Phased Modernization	1	\$402,000.00
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6	
	Appliances	12		Appliances	12	
	<b>AMP-Wide Site Improvements</b>	n/a	\$12,000.00	<b>AMP-Wide Site Improvements</b>	n/a	\$12,000.00
	Landscaping			Landscaping		
	Concrete			Concrete		
	Asphalt			Asphalt		
	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00
	<b>OH021000023 Grayhill Homes</b>		\$10,000.00	<b>OH021000023 Grayhill Homes</b>		\$30,000.00
	AMP-Wide Dwelling Unit Upgrades	2		AMP-Wide Dwelling Unit Upgrades	4	
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6	
	Appliances	12		Appliances	12	
	<b>AMP-Wide Site Improvements</b>	n/a	\$5,000.00	<b>AMP-Wide Site Improvements</b>	n/a	\$5,000.00
	Landscaping			Landscaping		
	Concrete			Concrete		
	Asphalt			Asphalt		
	<b>Non-Dwelling Equipment</b>	n/a	\$2,000.00	<b>Non-Dwelling Equipment</b>	n/a	\$2,000.00

Part II: Supporting Pages - Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY	Work Statement for Year 2 FFY 2012			Work Statement for Year 3 FFY 2013		
	Development Number/Name	Quantity	Estimated Cost	Development Number/Name	Quantity	Estimated Cost
	General Description of Major Work Categories			General Description of Major Work Categories		
2011	<b>OH021000024 Henry-Sherman</b>			<b>OH021000024 Henry-Sherman</b>		
	AMP-Wide Dwelling Unit Upgrades	2	\$25,000.00	AMP-Wide Dwelling Unit Upgrades	4	\$45,000.00
	Exterior Brick Repair		\$75,000.00			
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6	
	Appliances	12		Appliances	12	
	<b>AMP-Wide Site Improvements</b>	n/a	\$12,000.00	<b>AMP-Wide Site Improvements</b>	n/a	\$12,000.00
	Landscaping			Landscaping		
	Concrete			Concrete		
	Asphalt			Asphalt		
	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00
	<b>OH021000025 Hugh Taylor</b>			<b>OH021000025 Hugh Taylor</b>		
	AMP-Wide Dwelling Unit Upgrades	3	\$25,000.00	AMP-Wide Dwelling Unit Upgrades	4	\$45,000.00
	Hugh Taylor: Exterior brick envelope upgrades	1	\$148,000.00			
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6	
	Appliances	12		Appliances	12	
	<b>AMP-Wide Site Improvements</b>		\$12,000.00	<b>AMP-Wide Site Improvements</b>		\$12,000.00
	Landscaping			Landscaping		
	Concrete			Concrete		
	Asphalt			Asphalt		
	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00
	<b>PHA-Wide RHF Relocation</b>		\$10,000.00	<b>PHA-Wide RHF Relocation</b>		\$10,000.00
	<b>PHA-Wide RHF Development</b>		\$500,000.00			

<b>Part II: Supporting Pages - Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY	Work Statement for Year 2 FFY 2012			Work Statement for Year 3 FFY 2013		
	Development Number/Name	Quantity	Estimated Cost	Development Number/Name	Quantity	Estimated Cost
	General Description of Major Work Categories			General Description of Major Work Categories		
2011						
	<b>Other AMP-WIDE CFP items:</b>			<b>Other AMP CFP items:</b>		
	Mod Related Traing	1408	\$10,000.00	AMP Mod Related Traing	1408	\$10,000.00
	CFP Administrative Salaries	1410	\$100,000.00	CFP Administrative Salaries	1410	\$100,000.00
	Operations	1406	\$200,000.00	Estimated Operations	1406	\$200,000.00
	A/E Consulting Fees	1430	\$25,000.00	A/E Consulting Fees	1430	\$25,000.00
	A/E Consulting Fees	1430	\$35,000.00	A/E Consulting Fees	1430	\$35,000.00
	<b>Subtotal of Estimated Cost</b>		<b>\$1,500,000.00</b>			<b>\$1,000,000.00</b>

<b>Part II: Supporting Pages - Physical Needs Work Statement(s)</b>					
Work Statement for Year 1 FFY	Work Statement for Year 4 FFY 2014			Work Statement for Year 5 FFY 2015	
	<i>Development Number/Name</i>	Quantity	Estimated Cost	<i>Development Number/Name</i>	Quantity
	<b>General Description of Major Work Categories</b>			<b>General Description of Major Work Categories</b>	
2011	<b>OH021000022 Cole Manor</b>			<b>OH021000022 Cole Manor</b>	1
	Cole Manor: Continue Staged Modernization	1	\$100,000.00	Cole Manor: Continued Staged Modernization	
	Cole Manor Roof Replacement	1	\$200,000.00		
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>	
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6
	Appliances	12		Appliances	12
	<b>AMP-Wide Site Improvements</b>	n/a	\$12,000.00	<b>AMP-Wide Site Improvements</b>	n/a
	Landscaping			Landscaping	
	Concrete			Concrete	
	Asphalt			Asphalt	
	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00	<b>Non-Dwelling Equipment</b>	n/a
	<b>OH021000023 Grayhill Homes</b>		\$30,000.00	<b>OH021000023 Grayhill Homes</b>	
	AMP-Wide Dwelling Unit Upgrades	3		AMP-Wide Dwelling Unit Upgrades	5
	<b>AMP-Wide Dwelling Equipment</b>		\$10,000.00	<b>AMP-Wide Dwelling Equipment</b>	
	Boilers and Hot Water Tanks	6		Boilers and Hot Water Tanks	6
	Appliances	12		Appliances	12
	<b>AMP-Wide Site Improvements</b>		\$12,000.00	<b>AMP-Wide Site Improvements</b>	
	Landscaping			Landscaping	
	Concrete			Concrete	
	Asphalt			Asphalt	
	<b>Non-Dwelling Equipment</b>	n/a	\$5,000.00	<b>Non-Dwelling Equipment</b>	n/a
	<b>OH021000024 Henry-Sherman</b>			<b>OH021000024 Henry-Sherman</b>	
	AMP-Wide Dwelling Unit Upgrades	12	\$100,000.00	AMP-Wide Dwelling Unit Upgrades	12
	Exterior Brick Repair		\$75,000.00		
	<b>AMP-Wide Dwelling Equipment</b>		\$5,000.00	<b>AMP-Wide Dwelling Equipment</b>	
	Boilers and Hot Water Tanks	3		Boilers and Hot Water Tanks	6

**Capital Fund Program -- Five Year Action Plan**  
**2011-2015**  
Springfield Metropolitan Housing Authority OH021

U.S. Department of H

<b>Part II: Supporting Pages - Physical Needs Work Statement(s)</b>					
Work Statement for Year 1 FFY	Work Statement for Year 4 FFY 2014			Work Statement for Year 5 FFY 2015	
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity
2011	Appliances	6		Appliances	12
	AMP-Wide Site Improvements	n/a	\$6,000.00	AMP-Wide Site Improvements	n/a
	Landscaping			Landscaping	
	Concrete			Concrete	
	Asphalt			Asphalt	
	Non-Dwelling Equipment	n/a	\$3,000.00	Non-Dwelling Equipment	n/a
	<b>OH021000025 Hugh Taylor</b>			<b>OH021000025 Hugh Taylor</b>	
	AMP-Wide Dwelling Unit Upgrades	5	\$50,000.00	AMP-Wide Dwelling Unit Upgrades	5
	Hugh Taylor: Roof Replacement	1			
	AMP-Wide Dwelling Equipment		\$8,000.00	AMP-Wide Dwelling Equipment	
	Boilers and Hot Water Tanks	4		Boilers and Hot Water Tanks	6
	Appliances	8		Appliances	12
	AMP-Wide Site Improvements	n/a	\$6,000.00	AMP-Wide Site Improvements	n/a
	Landscaping			Landscaping	
	Concrete			Concrete	
	Asphalt			Asphalt	
	Non-Dwelling Equipment	n/a	\$3,000.00	Non-Dwelling Equipment	n/a
	<b>Other AMP-WIDE CFP items:</b>			<b>Other AMP CFP items:</b>	
	Mod Related Traing	1408	\$10,000.00	AMP Mod Related Traing	1408
	CFP Administrative Salaries	1410	\$100,000.00	CFP Administrative Salaries	1410
	Operations	1406	\$200,000.00	Estimated Operations	1406
	A/E Consulting Fees	1430	\$25,000.00	A/E Consulting Fees	1430
	A/E Consulting Fees	1430	\$25,000.00	A/E Consulting Fees	1430
	<b>Subtotal of Estimated Cost</b>		<b>\$1,000,000.00</b>		

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

Year 5
<b>Estimated Cost</b>
\$332,000.00
\$10,000.00
\$12,000.00
\$5,000.00
\$50,000.00
\$10,000.00
\$12,000.00
\$5,000.00
\$100,000.00
\$10,000.00

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

Year 5
<b>Estimated Cost</b>
\$12,000.00
\$5,000.00
\$50,000.00
\$10,000.00
\$12,000.00
\$5,000.00
\$10,000.00
\$100,000.00
\$200,000.00
\$25,000.00
\$25,000.00
<b>\$1,000,000.00</b>

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY

ATTACHMENT (C)

6.0 PHA Plan Update. (Cont.)

PHA Plan Elements (24 CFR 903.7) Cont.

3. **Rent Determination.**

**Public Housing Program:** SMHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). The minimum rent established at SMHA's primary public housing developments is \$25.00 and the minimum rent at Lincoln Park HOPE VI Rental Developments is \$50.00. SMHA has adopted discretionary minimum rent hardship exemption policies and they are included in the Admissions and Continued Occupancy Policy (ACOP) provided as an Attachment to PHA Plan at Attachment (A) as filename: (oh021a03). SMHA plans to charge rents at a fixed amount or percentage not less than 30% of adjusted income, the minimum rents and earned income disregard. The amounts or percentages charged and the circumstances under which these will be used can be found in the ACOP attached (A) as filename: (oh021a03). SMHA used the section 8 rent reasonableness study of comparable housing, a survey of similar unassisted units in the neighborhood, and 95<sup>th</sup> percentile rents in setting the market-based flat rents.

**Section 8 Program:** SMHA's voucher payment standard is above 100% of FMR. The payment standard is higher than FMR because FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area, standard reflects market or sub-market, and to increase housing options for families. The payment standards are reevaluated annually for accuracy. The minimum rent established for Section 8 tenants is \$25.00.

4. **Operation and Management.** SMHA administers a Public Housing Program, a Section 8 Voucher Program, a Special Purpose Section 8 Voucher Program, Section 8 and PH Family Self-Sufficiency programs (FSS), and a HCV Homeownership Option. SMHA anticipates serving 732 units/families at the beginning of the upcoming fiscal year (Oct. 2011) and expects a turnover of 10 per month in public housing; 1235 families and 8% expected turnover in Section 8; 50 Mainstream and 1% expected turnover; 47 FSS and 1% expected turnover in section 8; 35 FSS and 20% expected turnover in public housing. The following public housing management and maintenance policy documents, manuals and handbooks are used to govern public housing and section 8 management: Personnel, Procurement, ACOP, Administrative Plan, Investment, Fixed Asset, Rent Collection, and Grievance Policies, Maintenance Procedural Manual, HUD Handbooks: 7420.3, 7485.3G, 7460.8, 7465.1.

5. **Grievance Procedures.** Residents or applicants of public housing should contact SMHA's main administrative office or development management offices to initiate the grievance process. The grievance procedures for PH established by SMHA can be found in the ACOP (filename: oh021a03). Applicants or assisted families of section 8 should contact the SMHA's main administrative office to initiate the informal hearing processes. Grievance procedures for Section 8 including hearing processes can be found in Administrative Plan, Chapter 18 which is available at SMHA administrative office at 101 W. High Street, Springfield, OH.

6. **Designated Housing for Elderly and Disabled Families.** SMHA applied for approval to re-designate three of its public housing developments for occupancy only by elderly and near elderly families. A designated housing plan was prepared, approved by the SMHA Board, submitted to HUD June 26, 2008, and HUD approved designations at all three locations 08/20/2008. More detailed information follows for each location as required. 1) Grayhill Homes Apartments – 220 Montgomery, OH021000023, part of the development-105 units affected. 2) Henry-Sherman Homes aka Henry Homes Apartments, OH021000024, part of the development-50 units affected. 3) Hugh Taylor Apartments, OH021000025, part of the development -100 units affected.

7. **Community Service and Self-Sufficiency.** SMHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services. Other coordination efforts between SMHA and TANF agency includes client referrals, information sharing regarding mutual clients (for rent determinations and otherwise), and partnered to administer a HUD Welfare-to-Work voucher program. SMHA has employed several discretionary policies to enhance the economic and social self-sufficiency of assisted families and they are as follows. The public housing admissions policies which are included in the ACOP, Section 8 admissions policies included in Administrative Plan, and preference/eligibility for and public housing homeownership option participation. SMHA coordinates and provides a Family Self-Sufficiency program for the Section 8 HCV and Public Housing Programs as well as HOPE VI Community & Supportive Services. SMHA will establish a HOPE VI Community and Supportive Services Endowment Trust Fund during 2009 and 2010. SMHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies, informing and actively notifying residents of new policy at times in addition to admission and reexamination, and by establishing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services. SMHA will administer the Community Service Requirements pursuant to section 12(c) of the U.S. Housing Act of 1937. SMHA will provide, for eligible residents, a list of agencies to perform community service.

8. **Safety and Crime Prevention.** High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the SMHA's developments and people on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug related crime illustrated the need for measures to ensure the safety of public housing residents. SMHA relied on an analysis of crime statistics over time for crimes committed "in and around" public housing authority, resident reports, and police reports to determine the need for the actions taken to improve safety of residents. Cole Manor and Sherman Homes have been identified as the developments most affected by crime. SMHA has undertaken contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities and activities targeted to at-risk youth, adults, or seniors as crime prevention activities. An agreement between local law enforcement agency for provision of above base-line law enforcement services has been executed. A contracted City of Springfield police officer provides crime data to SMHA staff for analysis and action and has established a physical presence on SMHA property. The officer meets regularly with the management and residents.

9. **Pets.** A statement describing SMHA's pet policy and requirements pertaining to the ownership of pets in public housing can be found in the ACOP. Attachment (A) filename: (oh021a03).

10. **Civil Rights Certification.** Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

11. **Fiscal Year Audit.** The most recent fiscal audit conducted and released was for FY2009 and was submitted to HUD. The fiscal audit for FY2010 has been conducted and pending release. FY2009 fiscal audit is available at SMHA's administrative office located at 101 W. High Street.

12. **Asset Management.** SMHA has engaged in a comprehensive stock assessment that will contribute to the long-term asset management of its public housing stock, including how to plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have not been addressed elsewhere in the plan.

**SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

13. **Violence Against Women Act (VAWA).** SMHA works collaboratively with Project Woman, as well as many other service providers to provide activities, services, or programs, to obtain or maintain housing, and to prevent domestic violence to child or adult victims of domestic violence, dating violence, sexual assault, or stalking. Project Woman is the domestic violence and sexual assault prevention and intervention agency for Clark, Champaign, and Logan counties that provides support, shelter, and housing services to its clients. SMHA assures that residents are aware of their rights under VAWA.

**9.0 Housing Needs. (cont.)**

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ability	Size	Location
Income <= 30% of AMI	3,460	5	5	5	N/A	5	N/A
Income >30% but <=50% of AMI	2,102	3	4	3	N/A	3	N/A
Income >50% but <80% of AMI	2,665	2	2	2	N/A	2	N/A
Elderly	41	2	1	1	N/A	2	N/A
Families with Children	213	N/A	N/A	N/A	N/A	N/A	N/A
Families with Disabilities	37	5	5	5	N/A	5	N/A
White/Non-Hispanic	2,470	1	N/A	N/A	N/A	N/A	N/A
Black/Non-Hispanic	1,940	1	N/A	N/A	N/A	N/A	N/A
Hispanic	136	1	N/A	N/A	N/A	N/A	N/A
Asian	34	1	N/A	N/A	N/A	N/A	N/A

<b>Housing Needs of Families on the Waiting List</b>						
	# of families		% of total families		Annual Turnover	
	Public Housing	Section 8	Public Housing	Section 8	Public Housing	Section 8
Waiting list total	321	267			16%	8%
Extremely low income <=30% AMI	286	218	89%	82.0%		
Very low income (>30% but <=50% AMI)	33	49	10%	18%		
Low income (>50% but <80% AMI)	4	0	1%	0%		
Families with children	236	150	74%	56.0%		
Elderly families	24	5	7%	1.0%		
Families with Disabilities	34	46	11%	17%		
White/Non-Hispanic	217	142	68%	53.18%		
Black/Non-Hispanic	103	100	32%	37.45%		
Hispanic-Non-Black	7	10	2%	7.74%		
Race/ethnicity Other	3	15	1%	5.63%		
<b>Characteristics by Bedroom Size (Public Housing Only)</b>						
1BR	85		26%			
2 BR	184		57%			
3 BR	47		15%			
4 BR	5		2%			
5 BR	0		0%			
5+ BR	0		0%			

**VIOLENCE AGAINST WOMEN ACT AND JUSTICE DEPARTMENT  
REAUTHORIZATION ACT 2005 POLICY  
ADDENDUM VIII**

**(VAWA)**

**Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d) to Public Housing** is amended:

SMHA shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking. **[24 CFR Part 5, Subpart L]**

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking. SMHA may bifurcate a lease under this section, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Nothing may be construed to limit SMHA, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up. Nothing limits SMHA to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that SMHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate .

Nothing may be construed to limit SMHA to terminate the tenancy of any tenant if SMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated and nothing shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

SMHA may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. Such certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after SMHA requests such certification.

If the individual does not provide the certification within 14 business days after SMHA has requested such certification in writing, nothing may be construed to limit SMHA to evict any tenant or lawful occupant that commits violations of a lease. SMHA may extend the 14 day deadline at its discretion.

An individual may satisfy the certification requirement by providing SMHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or producing a Federal, State, or local police or court record.

Nothing shall be construed to require SMHA to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits provided in this section. At SMHA's discretion, SMHA may provide benefits provided in this section. At SMHA's discretion, SMHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

All information provided to SMHA, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by SMHA, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for us in an eviction proceeding; or by applicable law.

SMHA must provide notice to tenants assisted under section 6 of the United States Housing Act of 1937 of their rights as a victim of domestic violence, dating violence, or stalking including their right to confidentiality and the limits thereof. [24 CFR 5.2007(3)].

**Definitions: [24 CFR 5.2003]**

**Domestic Violence-** The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

**Stalking** – means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate or to place under surveillance with the intent to kill, injure, harass, or intimidate another person and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person and the term ‘immediate family member’ means, with respect to a person- a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and marriage.