PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Fall River Housing Authority PHA Code: MA006

PHA Type: ☐ Small ☐ High Performing ☒ Standard ☒ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): **04/01/2012**

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 1,931+119 = 2,050 (119 federalized state units) Number of HCV units: 2,431

3.0 Submission Type

☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

The mission of the Fall River Housing Authority is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

See Attachment A – Goals and Objectives for Current 5 Year Plan as amended

Federalization of State Assisted Units – The Fall River Housing Authority submitted and has received HUD approval to federalize these units. The buildings will be transferred from our state-aided public housing program to the Federally Assisted Conventional Public Housing Program when the process is completed. The 362 units below have been accepted into the Federal Public Housing Program.

Barresi	149
Doolan	152
Bates Tower	61
TOTAL	362

Only the development listed below has not yet been accepted into the program. It is still in the development stage.

Pleasant View 119 units. We have asked HUD to authorize and additional 9 units at this site. The units will be considered replacement units for the units being demolished at Oak Village. This will not result in our exceeding the Faircloth limits on public housing units but the site will have 128 units. 119 of which are federalized and 9 replacement units.

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. We will maintain a copy of the Agency Plan at each Asset Management Project (AMP), the main office at 85 Morgan Street, A copy is also available at the FRHA web site www.fallriverha.org, The Fall River Joint Tenant Council has been provided a copy of the Plan. The Fall River Community Development Agency has a copy for inspection by the General Public.
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* Project-based Vouchers – We intend to implement the project basing of up to 100 units of HCVP. This is consistent with our Section 8 Administrative Plan – Appendix 3 – Project Based Assistance. See MA006g01 Homeownership Programs – will be implemented in our HCVP program in accordance with Appendix 4 of our Section 8 Administrative Plan Pertaining tour Homeownership Program. See MA006g01 Demolition and/or Disposition – The demolition of 10 units at our Oak Village site (AMP 5) has been approved. Status Report on the Demolition at Oak Village AMP 5 (5 buildings – 10 units) The demolition is nearing the end of the design phase. During the completion of the environmental testing low levels of PCB material was found in the masonry around some of the doors and windows. It appears that the original caulking used around the windows and doors that was removed over 15 years ago contained PCB and leached into the masonry. Our designer has submitted all necessary information to the EPA and we expect to have EPA approval within 30 days at which point we will advertise for a contractor for the demolition of the buildings which I currently anticipate will occur in March of 2012. Once the demolition is complete we will enter the demolition in the PIC Inventory Removal Module as complete.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	**Housing Needs**. 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.

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** The City of Fall River has had a significant vacancy rate for years. With a population of 88,857 and 4,293 vacancies the city has no need to increase the supply of housing. The FRHA has 90 vacancies and continues to struggle to rent all of its units. Of the 117 units 31 are offline for various reasons leaving 86 vacant awaiting occupancy. The Fall River Community Development Agency continues to make funds available for the rehab of rental units and it is this effort which assures that the needs are met. See MA006s01 Housing and Community Development Need Analysis for Fall River as included in the FR Consolidated Plan. This details the needs and the method of addressing those needs. The Fall river Housing Authority participates in the preparation of the analysis by providing data and our participation and meeting of the needs is clearly delineated.
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. See Attachment A – Goals and Objectives for Previous 5 Year Plan (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial deviation/modification is a material change to a FRHA [written] policy that requires approval by Fall River Housing Authority's (FRHA's) Board of Commissioners. It does not include a change in strategy, policy or procedure when the change is reasonably necessary to effectuate the intent, purpose or interpretation of FRHA's Agency Plan or other policy. A significant amendment or modification to an FRHA policy is one that will most likely result in a major effect upon the intent, purpose or interpretation of FRHA's Agency Plan or other policy. Discretionary or administrative amendments consonant with the Authority's stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

Attachment A – Goals and Objectives for Current 5 Year Plan

1) Continue Efforts to Improve public housing management - (PHAS score) –

   In 2002 our PHAS score was 83 and we have increased it to 87 for FYE 2008**.** No scoring was done for FYE 2009 and our score for 2010 is 83. Our 2011 Score has not been released.

2) Continue Efforts to Improve voucher management - (SEMAP score)

   Our scores have hovered around High Performer status which indicate improvement.
   SEMAP Scores are as follows

2002	77
2003	92
2004	92
2005	96
2006	89
2007	100
2008	93
2009	97
2010	100
2011	96

3) Increase customer satisfaction via Asset Management Initiatives.

4) Continue with refinement of our Asset Based Management (ABM).

5) Renovate or modernize public housing units.

   Provide voucher mobility counseling. Our Section 8 Staff provides clients with the procedure on moving document (attached). It explains what they need to do to move to another apartment within Fall River or any town of Massachusetts.

   We explain to a client who wants to move out of Fall River but within Massachusetts that the FRHA would have to find out if the rent is reasonable for that city/town depending on the payment standard. We explain to them that all the research is done by the FRHA and that it could take up to a month for the move to take place after the inspection is complete.

   If they want to move out of Massachusetts we explain that the paperwork will be forwarded to that particular HA once the apartment is found and that they will be dealing with that HA from that point on

6) Conduct outreach efforts to potential voucher landlords.

   Our Section 8 Administrator is a member of the Fall River Landlord's Association. The administrator attends their meetings and makes a presentation explaining the Housing Choice Voucher Program is and how it works.

   She speaks to potentially new landlords on a daily basis and meets with all new landlords to how the program works (see attachment). There are also several brochures that are provided to them regarding the HQS inspection.

   Landlords are encouraged to refer other landlords to us for inclusion in the program.

7) Implement voucher homeownership program

   We have amended our Section 8 Administrative Plan to include a Home Ownership Component. We are seeking HUD funding to implement this portion of the plan.
   .

8) Implement public housing or other homeownership programs at a state site.

The City of Fall River has approved our Housing Improvement Plan (HIP), which will govern the demolition and rebuilding on this site. All residents of Watuppa Heights (state aided) have been relocated. The HIP calls for the building of 11 single family homes that could be available for the Homeownership program.

9) Continue implementation of public housing security improvements.

We have installed closed circuit monitoring equipment in most of our developments. The Police Department has made significant use of these systems.

10) Continue to designate developments or buildings for particular resident groups (elderly, persons with disabilities).

We have an approved Designated Housing Plan.

11) Increase the number and percentage of employed persons in assisted families.

We have changed our Selection Preferences to include working families. Our Ceiling rents also encourage working families to stay in public housing. Our percentage of residents at or below the extremely Low Income limits has decreased from over 90% to about 77%. This is a strong indication that working families are electing to enter and subsequently stay in public housing.

12) Provide or attract supportive services to improve assistance recipients' employability.

Continue to assure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability. We provide applications for our programs on our Website as well as participate in the Centralized Section 8 Application process. This widespread publicity for our programs assure that they are widely available to all applicants

13) Continue measures providing suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.

We provide applications for our programs on our Website as well as participate in the Centralized Section 8 Application process. This widespread publicity for our programs assure that they are widely available to all applicants. To assure a safe living environment for all residents we have contracted with the City of Fall river to provide police at our developments. This has resulted in a more secure livable environment in our sites.

14) Continue affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

15) Federalization of State Assisted Units – Federalization of State Assisted Units – The Fall River Housing Authority submitted and has received HUD approval to federalize these units. The buildings will be transferred from our state-aided public housing program to the Federally Assisted Conventional Public Housing Program when the process is completed. The 362 units below have been accepted into the Federal Public Housing Program.

Barresi	**149**
Doolan	**152**
Bates Tower	**61**
TOTAL	**362**

Only the development listed below has not yet been accepted into the program. It is still in the development stage.

Pleasant View	**119**

16) Reduce public housing vacancies.

Site	Units	03/27/03	12/3/09	11/18/10	12/8/2011
SUNSET HILL	355	32	8	16	11
HERITAGE HEIGHTS	127	12	6	5	5
FATHER DIAFERIO	224	7	7	10	16
OAK VILLAGE	30	2	0	0	1
O'BRIEN APTS	100	2	7	3	5
HOLMES APTS	100	2	4	2	2
OLIVEIRA APARTMENTS	84	1	3	2	4
MEDEIROS TOWERS	208	9	9	18	25
COTTELL HEIGHTS	71	1	3	3	5
MITCHELL HEIGHTS	104	19	2	0	4
NO. ROCLIFFE APTS	35	1	2	0	1
FORDNEY APTS	36	2	3	1	2
BENNIE COSTA PLAZA	60	2	2	1	4
RILEY PLAZA	25	0	3	1	0
TOTAL	1559	92	59	62	85

The above shown chart details the progress that we have made in reducing vacancies. The overall vacancies have been not been reduced due to the vacancies at Cardinal Medeiros Towers. We are reorganizing our vacancy turnaround maintenance operation to reduce the vacancies. It should be noted that the 2010 Census shows the following data re vacancies in Fall River.

	Fall River	Percent
Total Units	42,650	
Occupied	38,457	90.17%
Vacant	4,293	10.07%

17) Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

18) We have a incorporated physical improvements to our buildings which make them accessible to a range of disabled residents. Our staff acts as a reasonable accommodation committee and we make all reasonable changes to our sites and the individual units.

19) Continue Implementation of Asset Based Management (ABM).

We have completed implementation of Asset Based Management. We now have our Finance, Management and Maintenance structured to ABM. Our Accounting and Budgeting are based on the AMPs with subsidy and CFP assigned by these AMPS.
Our Organization Structure has been modified to create a Central Office, assign day to day responsibility for site management to the AMP staff and to clearly designate the management structure. A little bit of fine tuning will continue over the next several years but ABM has been implemented.

AS of 10/01/2011
Fall River Housing Authority
Deconcentration Policy for Federal Family Developments

Pursuant to the requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) the FRHA is hereby implementing a Deconcentration Plan to assure that families with children are not concentrated in our various federally aided family developments.

We have analyzed the income levels in the affected family developments and the following information summarizes the results.

Summary of Average Family Income Levels

Location	Average Family Income	Acceptable Range (85 to 115%)
All Federal Family Sites	$14,694	$12,490 to $16,898
Sunset Hill	$14,507	Within
Heritage Heights	$13,675	Within
Diafario Village	$14,563	Within
No. Rocliffe Apts	$16,177	Within
Fordney Apartments	$15,138	Within
Bennie Costa Plaza	$15,111	Within
Riley Apartments	$17,581	Above See Note Below (1)

In order to comply with the requirements of QHWRA we will adjust our Admissions and Continued Occupancy Plan to provide for the following actions:

HUD has issued regulations eliminating the need for deconcentration at sites that have an average income at or below the extremely low income level.

(1) Riley Plaza is a site that potentially would be subject to the Deconcentration process since it is not within the 85 to 115% range. Riley Plaza has an average income of $17,581 per year as adjusted for Bedroom distribution. It has an average family size of 4. The Extremely Low Income Limits for a 4 person family $22,350. The average income is below the threshold set in 24CFR903.2. i.e. the site is below the Extremely Low Income Threshhold and therefore the upper limit shall never be less than the limit at which a family would be defined as an extremely low income family under 24CFR5.603(b).

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

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06P00650112** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2012** FFY of Grant Approval

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

Line	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (2)	Total Actual Cost (1) Obligated	Total Actual Cost (1) Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) (3)	$228,000				
3	1408 Management Improvements	$432,000				
4	1410 Administration (may not exceed 10% of line 20)	$216,000				
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$140,000				
8	1440 Site Acquisition					
9	1450 Site Improvements	$80,000				
10	1460 Dweling Structures	$973,000				
11	1465.1 Dwelling Equipment - Nonexpendable	$40,000				
12	1470 Non-dwelling Structures	$50,000				
13	1475 Non-dwelling Equipment	$0				
14	1485 Demolition	$0				
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	$0				
17	1499 Development Activities (4)					
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)	$2,159,000				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/8/12		

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - **(No)**

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 1								
6-1 Sunset Hill	Operations	1406		$30,000.00				
	Tenant Coord.	1408		$4,000.00				
	Police/Security	1408		$80,000.00				
	Fees & Costs - AE	1430		$30,000.00				
	Site Improvements - Sidewalks	1450		$10,000.00				
	Bathroom Renovations - Tub/Tub Surrounds	1460		$170,000.00				
	Mechanical System/Sump Pumps	1460		$20,000.00				
	Fire Alarm Upgrade - Detectors	1460		$20,000.00				
	AMP 1 Total			**$364,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 2								
6-2 Heritage	Operations	1406		$20,000.00				
Heights	Tenant Coord.	1408		$4,000.00				
	Police/Security	1408		$25,000.00				
	Fees & Costs - AE	1430		$30,000.00				
	Site Improvements - Sidewalks	1450		$10,000.00				
	Window Sash Replacements	1460		$50,000.00				
	Fire Alarm Improvements - Detectors	1460		$20,000.00				
	AMP 2 Total			**$159,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 3								
6-3 Father	Operations	1406		$30,000.00				
Diaferio	Tenant Coord.	1408		$4,000.00				
Village	Police/Security	1408		$50,000.00				
	Fees & Costs - AE	1430		$35,000.00				
	Site Improvements/Parking Upgrades	1450		$10,000.00				
	Window Sash Replacements	1460		$50,000.00				
	Inventory Building Renovations - Roof & Interior	1470		$50,000.00				
	AMP 3 Total			**$229,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 4								
	Operations	1406		$40,000.00				
	Tenant Coord.	1408		$4,000.00				
	Police/Security	1408		$40,000.00				
All Four Sites	Fees & Costs - AE	1430		$10,000.00				
All Four Sites	Site Improvements - Sidewalks	1450		$10,000.00				
All Four Sites	Kitchen Upgrades - Countertops	1460		$20,000.00				
All Four Sites	Flooring Replacement	1460		$63,000.00				
All Four Sites	Electrical upgrades - Panels	1460		$20,000.00				
All Four Sites	Plumbing Upgrade/Replace Gate Valves	1460		$20,000.00				
All Four Sites	Exterior Lighting - Fixtures	1460		$20,000.00				
	AMP 4 Total			**$247,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 5								
	Operations	1406		$20,000.00				
	Tenant Coord./Elder Services	1408		$12,000.00				
	Police/Security	1408		$45,000.00				
	Fees & Costs - AE	1430		$15,000.00				
AMP Wide	Site Improvements - Parking Lots	1450		$10,000.00				
AMP Wide	Flooring Replacements	1460		$30,000.00				
AMP Wide	Building Ventilation Upgrades - Rooftop Fans	1460		$25,000.00				
AMP Wide	Fire/CO Detector System Upgrades	1460		$50,000.00				
AMP Wide	Elevator Upgrades - Controls	1460		$60,000.00				
	AMP 5 Total			**$267,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**		Grant Type and Number Capital Fund Program Grant No: **MA06P00650112** Replacement Housing Factor Grant No.:				**Federal FFY of Grant: 2012** CFFP - (**No**)		
Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 6								
	Operations	1406		$20,000.00				
	Tenant Coord./Elder Services	1408		$12,000.00				
	Police/Security	1408		$40,000.00				
	Fees & Costs - AE	1430		$10,000.00				
AMP Wide	Site Improvements - Parking Lots	1450		$10,000.00				
AMP Wide	Fire/CO Setector System Upgrades	1460		$50,000.00				
AMP Wide	Flooring Replacements	1460		$30,000.00				
AMP Wide	Elevator Upgrades - Controls	1460		$60,000.00				
	AMP 6 Total			**$232,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 7								
	Operations	1406		$33,000.00				
	Tenant Coord./Elder Services	1408		$12,000.00				
	Police/Security	1408		$50,000.00				
	Fees & Costs - AE	1430		$10,000.00				
	Site Improvements - Parking Lots	1450		$10,000.00				
	Elevator Upgrades - Controls	1460		$40,000.00				
	Fire/CO/Sprinkler System Upgrades	1460		$40,000.00				
	Apartment Appliances - Range Hoods	1465		$40,000.00				
	AMP 7 Total			**$235,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 8								
	Operations	1406		$10,000.00				
	Tenant Coord./Elder Services	1408		$10,000.00				
	Police/Security	1408		$25,000.00				
	Fees & Costs - AE	1430		$0.00				
	Security Camera Installtion	1460		$25,000.00				
	Elevator Upgrades - Controls	1460		$20,000.00				
	AMP 8 Total			**$90,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 9								
	Operations	1406		$10,000.00				
	Tenant Coord./Elder Services	1408		$0.00				
	Police/Security	1408		$5,000.00				
	Fees & Costs - AE	1430		$0.00				
	Site Improvements	1450		$0.00				
	Roof Replacements	1460		$50,000.00				
	AMP 9 Total			**$65,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

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

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 10								
	Operations	1406		$10,000.00				
	Tenant Coord./Elder Services	1408		$0.00				
	Police/Security	1408		$5,000.00				
	Fees & Costs - AE	1430		$0.00				
	Site Improvements - Parking Lots	1450		$10,000.00				
	AMP 10 Total			**$25,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

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

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650112**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2012

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 11								
	Operations	1406		$5,000.00				
	Tenant Coord./Elder Services	1408		$0.00				
	Police/Security	1408		$5,000.00				
	Fees & Costs - AE	1430		$0.00				
	Site Improvements	1450		$0.00				
	Elevator Upgrades - Controls	1460		$20,000.00				
	AMP 11 Total			**$30,000.00**				
COCC	Central Office Cost Center Fee	1410		**$216,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

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

PHA Name: **Fall River Housing Authority**

Federal FFY of Grant: 2012

Development Number/Name/PHA-Wide Activities		All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
		Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	6-1 Sunset Hill	8/2/2014		8/2/2016		
AMP 2	6-2 Heritage heights	8/2/2014		8/2/2016		
AMP 3	6-3/28/31 Father Diaferio Village	8/2/2014		8/2/2016		
AMP 4	6-13 North Rocliffe Apartments	8/2/2014		8/2/2016		
	6-15 Fordney Apartments	8/2/2014		8/2/2016		
	6-16 Bennie Costa Plaza	8/2/2014		8/2/2016		
	6-17 Riley Plaza	8/2/2014		8/2/2016		
AMP 5	6-4 Oak Village	8/2/2014		8/2/2016		
	6-5 James A. O'Brien Apartments	8/2/2014		8/2/2016		
	6-6 Raymond D. Holmes Apartments	8/2/2014		8/2/2016		
AMP 6	6-7 Frank B. Oliveira Apartments	8/2/2014		8/2/2016		
	6-10 George H. Cottell Heights	8/2/2014		8/2/2016		
	6-11 Nicholas W. Mitchell Heights	8/2/2014		8/2/2016		
AMP 7	Cardinal Medeiros Towers	8/2/2014		8/2/2016		
AMP 8	Barresi Heights	8/2/2014		8/2/2016		
AMP 9	Doolan Apartments	8/2/2014		8/2/2016		
AMP 10	Pleasant View Apartments	8/2/2014		8/2/2016		
AMP 11	Bates Apartments	8/2/2014		8/2/2016		
COCC	PHA-Wide Activities	8/2/2014		8/2/2016		

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

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Fall River Housing Authority				X - **Original 5-Year Plan** ☐ **Revision No:**	
Development Number/Name/HA-Wide	Year 1 FFY 2012	Work Statement for Year 2 FFY Grant: 2013 PHA FY: 2014	Work Statement for Year 3 FFY Grant: 2014 PHA FY: 2015	Work Statement for Year 4 FFY Grant: 2015 PHA FY: 2016	Work Statement for Year 5 FFY Grant: 2016 PHA FY: 2017
AMP 1	Annual Statement	364,000	364,000	364,000	364,000
AMP 2		159,000	159,000	159,000	159,000
AMP 3		229,000	229,000	229,000	229,000
AMP 4		247,000	247,000	247,000	247,000
AMP 5		267,000	267,000	267,000	267,000
AMP 6		232,000	232,000	232,000	232,000
AMP 7		235,000	235,000	235,000	235,000
CCC Fee Admin		216,000	216,000	216,000	216,000
AMP 8		90,000	90,000	90,000	90,000
AMP 9		65,000	65,000	65,000	65,000
AMP 10		25,000	25,000	25,000	25,000
AMP 11		30,000	30,000	30,000	30,000
Total CFP Funds (Est.)	2,159,000	2,159,000	2,159,000	2,159,000	2,159,000
Total Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 2 FFY Grant: 2013 PHA FY: 2014			Activities for Year: 3 FFY Grant: 2014 PHA FY: 2015		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual	**AMP 1**	Operations	$30,000	**AMP 1**	Operations	$30,000
Statement		Tenant Coordinator	$4,000		Tenant Coordinator	$4,000
FFY 2012		Police/Security	$80,000		Police/Security	$80,000
		Fees & Costs - AE	$30,000		Fees & Costs - AE	$30,000
		Security Upgrades	$20,000		Chimney Waterproofing	$180,000
		HVAC Upgrades	$20,000		Foundation Repairs	$20,000
		Roof Replacements	$180,000		Heat/DHW Upgrade	$20,000
		AMP 1 Total	**$364,000**		**AMP 1 Total**	**$364,000**
	AMP 2	Operations	$20,000.00	**AMP 2**	Operations	$20,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$25,000.00		Police/Security	$25,000.00
		Fees & Costs - AE	$30,000.00		Fees & Costs - AE	$30,000.00
		Electric System Upgrade	$10,000.00		Fire/CO Sys. Upgrade	$10,000.00
		Bldg. Envelope Repair	$50,000.00		Roof Replacement	$50,000.00
		Plumbing Upgrades	$20,000.00		Security Upgrades	$20,000.00
		AMP 2 Total	**$159,000**		**AMP 2 Total**	**$159,000**
	AMP 3	Operations	$30,000.00	**AMP 3**	Operations	$30,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$50,000.00		Police/Security	$50,000.00
		Fees & Costs - AE	$35,000.00		Fees & Costs - AE	$35,000.00
		Fire/CO System Upgra.	$10,000.00		Apartment Appliances	$10,000.00
		Lighting Upgrades	$50,000.00		Flooring Replacements	$50,000.00
		Common Area Upgrade	$50,000.00		Replace Boiler Stacks	$50,000.00
		AMP 3 Total	**$229,000.00**		**AMP 3 Total**	**$229,000.00**
	AMP 4	Operations	$40,000.00	**AMP 4**	Operations	$40,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$40,000.00		Police/Security	$40,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Fire/CO Systems Upgr.	$70,000.00		Apartment Appliances	$70,000.00
		Window Replacement	$20,000.00		Security Upgrades	$20,000.00
		Entry Doors	$63,000.00		Interior Wall Upgrades	$63,000.00
		AMP 4 Total	**$247,000**		**AMP 4 Total**	**$247,000**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 2 FFY Grant: 2013 PHA FY: 2014			Activities for Year: 3 FFY Grant: 2014 PHA FY: 2015		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual	**AMP 5**	Operations	$20,000	**AMP 5**	Operations	$20,000
Statement		Tenant Coordinator	$12,000		Tenant Coordinator	$12,000
FFY 2012		Police/Security	$45,000		Police/Security	$45,000
		Fees & Costs - AE	$15,000		Fees & Costs - AE	$15,000
		Security Upgrades	$20,000		Chimney Waterproofing	$20,000
		HVAC Upgrades	$20,000		Foundation Repairs	$20,000
		Roof Replacements	$135,000		Heat/DHW Upgrade	$135,000
		AMP 5 Total	**$267,000**		**AMP 5 Total**	**$267,000**
	AMP 6	Operations	$20,000.00	**AMP 6**	Operations	$20,000.00
		Tenant Coordinator	$12,000.00		Tenant Coordinator	$12,000.00
		Police/Security	$40,000.00		Police/Security	$40,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Electric System Upgrade	$60,000.00		Trash Compactor	$60,000.00
		Bldg. Envelope Repair	$30,000.00		Roof Replacement	$30,000.00
		Plumbing Upgrades	$60,000.00		Security Upgrades	$60,000.00
		AMP 6 Total	**$232,000**		**AMP 6 Total**	**$232,000**
	AMP 7	Operations	$30,000.00	**AMP 7**	Operations	$30,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$50,000.00		Police/Security	$50,000.00
		Fees & Costs - AE	$35,000.00		Fees & Costs - AE	$35,000.00
		Electric System Upgrade	$16,000.00		Trash Compactor	$16,000.00
		Bldg. Envelope Repair	$50,000.00		Roof Replacement	$50,000.00
		Plumbing Upgrades	$50,000.00		Security Upgrades	$50,000.00
		AMP 7 Total	**$235,000.00**		**AMP 7 Total**	**$235,000.00**
	AMP 8	Operations	$10,000.00	**AMP 8**	Operations	$10,000.00
		Tenant Coordinator	$10,000.00		Tenant Coordinator	$10,000.00
		Police/Security	$25,000.00		Police/Security	$25,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Fire/CO Systems Upgr.	$10,000		Apartment Appliances	$10,000
		Window Replacement	$10,000		Roof Repair/Replace	$10,000
		Entry Doors	$15,000		Interior Wall Upgrades	$15,000
		AMP 8 Total	**$90,000**		**AMP 8 Total**	**$90,000**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 2 FFY Grant: 2013 PHA FY: 2014			Activities for Year: 3 FFY Grant: 2014 PHA FY: 2015		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual						
Statement	**AMP 9**	Operations	$10,000.00	**AMP 9**	Operations	$10,000.00
FFY 2012		Tenant Coordinator	$5,000.00		Tenant Coordinator	$5,000.00
		Police/Security	$15,000.00		Police/Security	$15,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Electric System Upgrade	$5,000.00		Trash Compactor	$5,000.00
		Bldg. Envelope Repair	$10,000.00		Roof Replacement	$10,000.00
		Plumbing Upgrades	$15,000.00		Security Upgrades	$15,000.00
		AMP 9 Total	**$65,000.00**		**AMP 9 Total**	**$65,000.00**
	AMP 10	Operations	$3,000.00	**AMP 10**	Operations	$3,000.00
		Tenant Coordinator	$2,000.00		Tenant Coordinator	$2,000.00
		Police/Security	$5,000.00		Police/Security	$5,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Electric System Upgrade	$3,000.00		Fire/CO Sys. Upgrade	$3,000.00
		Bldg. Envelope Repair	$5,000.00		Roof Replacement	$5,000.00
		Plumbing Upgrades	$2,000.00		Security Upgrades	$2,000.00
		AMP 10 Total	**$25,000**		**AMP 10 Total**	**$25,000**
	AMP11	Operations	$5,000.00	**AMP 11**	Operations	$5,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$5,000.00		Police/Security	$5,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Electric System Upgrade	5,000.00		Trash Compactor	5,000.00
		Bldg. Envelope Repair	$5,000.00		Roof Replacement	$5,000.00
		Plumbing Upgrades	$5,000.00		Security Upgrades	$5,000.00
		AMP 11 Total	**$30,000.00**		**AMP 11 Total**	**$30,000.00**
	AMP Wide 1410	Central Cost Center Fee	**$216,000**	AMP Wide 1410	Central Cost Center Fee	**$216,000**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 4 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 5 FFY Grant: 2016 PHA FY: 2017		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual	**AMP 1**	Operations	$30,000	**AMP 1**	Operations	$30,000
Statement		Tenant Coord.	$4,000		Tenant Coord.	$4,000
FFY 2012		Police/Security	$80,000		Police/Security	$80,000
		Fees & Costs - AE	$30,000		Fees & Costs - AE	$30,000
		CO/Fire Detectors	$180,000		Apartment Appliances	$180,000
		Snow Removal Equip.	$20,000		Fire Alarm Panels	$20,000
		Building Exterior Rep.	$20,000		Common Area Improv.	$20,000
		AMP 1 Total	**$364,000**		**AMP 1 Total**	**$364,000**
	AMP 2	Operations	$20,000.00	**AMP 2**	Operations	$20,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$25,000.00		Police/Security	$25,000.00
		Fees & Costs - AE	$30,000.00		Fees & Costs - AE	$30,000.00
		Kitchen Components	$10,000.00		Bldg Entry Doors	$10,000.00
		Bath Components	$50,000.00		Apartment Appliances	$50,000.00
		Office Upgrades	$20,000.00		Snow Removal Equip.	$20,000.00
		AMP 2 Total	**$159,000**		**AMP 2 Total**	**$159,000**
	AMP 3	Operations	$30,000	**AMP 3**	Operations	$30,000
		Tenant Coordinator	$4,000		Tenant Coordinator	$4,000
		Police/Security	$50,000		Police/Security	$50,000
		Fees & Costs - AE	$35,000		Fees & Costs - AE	$35,000
		Common Hallway Upgr.	$10,000		Heating System Upgr.	$10,000
		Bath Components	$50,000		Kitchen Components	$50,000
		Bldg. ext. Improv.	$50,000		Snow Removal Equip.	$50,000
		AMP 3 Total	**$229,000**		**AMP 3 Total**	**$229,000**
	AMP 4	Operations	$40,000.00	**AMP 4**	Operations	$40,000.00
		Tenant Coordinator	$4,000.00		Tenant Coordinator	$4,000.00
		Police/Security	$40,000.00		Police/Security	$40,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Site Improvements	$70,000.00		Boiler Upgrades EMS	$70,000.00
		Community Room Impr.	$20,000.00		Exterior Lighting	$20,000.00
		Laundry Room Renov.	$63,000.00		Snow Removal Equip.	$63,000.00
		AMP 4 Total	**$247,000**		**AMP 4 Total**	**$247,000**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 4 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 5 FFY Grant: 2016 PHA FY: 2017		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual	**AMP 5**	Operations	$20,000	**AMP 5**	Operations	$20,000
Statement		Tenant Coordinator	$12,000		Tenant Coordinator	$12,000
FFY 2012		Police/Security	$45,000		Police/Security	$45,000
		Fees & Costs - AE	$15,000		Fees & Costs - AE	$15,000
		Appliances	$20,000		Sidewalk Upgrades	$20,000
		Common Area Upgr.	$20,000		Window Replacement	$20,000
		Building Exterior Rep.	$135,000		Kitchen Upgrades	$135,000
		AMP 5 Total	**$267,000**		**AMP 5 Total**	**$267,000**
	AMP 6	Operations	$20,000.00	**AMP 6**	Operations	$20,000.00
		Tenant Coordinator	$12,000.00		Tenant Coordinator	$12,000.00
		Police/Security	$40,000.00		Police/Security	$40,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Kitchen Components	$60,000.00		Bldg Entry Doors	$60,000.00
		Bath Components/Risers	$30,000.00		Apartment Appliances	$30,000.00
		Office Upgrades	$60,000.00		Snow Removal Equip.	$60,000.00
		AMP 6 Total	**$232,000**		**AMP 6 Total**	**$232,000**
	AMP 7	Operations	$33,000	**AMP 7**	Operations	$33,000
		Tenant Coordinator	$12,000		Tenant Coordinator	$12,000
		Police/Security	$50,000		Police/Security	$50,000
		Fees & Costs - AE	$10,000		Fees & Costs - AE	$10,000
		Kitchen Components	$50,000		Bldg Entry Doors	$50,000
		Bath Components/Risers	$40,000		Apartment Appliances	$40,000
		Office Upgrades	$40,000		Snow Removal Equip.	$40,000
		AMP 7 Total	**$235,000**		**AMP 7 Total**	**$235,000**
	AMP 8	Operations	$10,000.00	**AMP 8**	Operations	$10,000.00
		Tenant Coordinator	$10,000.00		Tenant Coordinator	$10,000.00
		Police/Security	$25,000.00		Police/Security	$25,000.00
		Fees & Costs - AE	$10,000.00		Fees & Costs - AE	$10,000.00
		Site Improvements	$10,000		Boiler Upgrades EMS	$10,000
		Community Room Impr.	$10,000		Exterior Lighting	$10,000
		Laundry Room Renov.	$15,000		Snow Removal Equip.	$15,000
		AMP 8 Total	**$90,000**		**AMP 8Total**	**$90,000**

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 4 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 5 FFY Grant: 2016 PHA FY: 2017		
	Development Number	Major Work Categories	Estimated Cost	Development Number	Major Work Categories	Estimated Cost
See Annual	**AMP 9**	Operations	$10,000.00	**AMP 9**	Operations	$10,000.00
Statement		Tenant Coordinator	$5,000.00		Tenant Coordinator	$5,000.00
FFY 2012		Police/Security	$15,000.00		Police/Security	$15,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Site Improvements	$5,000.00		Boiler Upgrades EMS	$5,000.00
		Community Room Impr.	$10,000.00		Exterior Lighting	$10,000.00
		Laundry Room Renov.	$15,000.00		Snow Removal Equip.	$15,000.00
		AMP 9 Total	**$65,000.00**		**AMP 9Total**	**$65,000.00**
	AMP 10	Operations	$3,000.00	**AMP 10**	Operations	$3,000.00
		Tenant Coordinator	$2,000.00		Tenant Coordinator	$2,000.00
		Police/Security	$5,000.00		Police/Security	$5,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Kitchen Components	$3,000.00		Bldg Entry Doors	$3,000.00
		Bath Components	$5,000.00		Apartment Appliances	$5,000.00
		Office Upgrades	$2,000.00		Snow Removal Equip.	$2,000.00
		AMP 10 Total	**$25,000**		**AMP 10 Total**	**$25,000**
	AMP 11	Operations		**AMP 11**	Operations	
		Tenant Coordinator	$5,000.00		Tenant Coordinator	$5,000.00
		Police/Security	$4,000.00		Police/Security	$4,000.00
		Fees & Costs - AE	$5,000.00		Fees & Costs - AE	$5,000.00
		Kitchen Components	$5,000.00		Bldg Entry Doors	$5,000.00
		Bath Components/Risers	5,000.00		Apartment Appliances	5,000.00
		Office Upgrades	$5,000.00		Snow Removal Equip.	$5,000.00
		AMP 11 Total	$5,000.00		**AMP 11 Total**	$5,000.00
			$30,000.00			**$30,000.00**
	AMP Wide 1410	Central Cost Center Fee	**$216,000**	AMP Wide 1410	Central Cost Center Fee	**$216,000**

FALL RIVER HOUSING AUTHORITY

VIOLENCE AGAINST WOMEN ACT: POLICY

The Fall River Housing Authority will enforce the passage of the Violence Against Women Act and the Department of Justice Reauthorization Act of 2005 (VAWA) which was originally enacted in 1994. Of significance to the FRHA, the VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public housing if the asserted grounds for such actions include an instance wherein they were a victim of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925) and incorporated in this policy below..

Called the "Violence Against Women Act", this law says that victims of domestic violence, dating violence, sexual assault, and stalking are established together in a broad group of protected individuals. This definition includes, among others, children. The purpose is to create new housing opportunities for victims of domestic violence; encourage – and in some cases, require the FRHA not to deny access or evict victims of domestic violence related to their being abused; increase victim confidentiality; and require the FRHA to consider the needs of victims of domestic violence in FRHA housing policies. The FRHA will recognize and accommodate the special nature of victims of domestic violence.

The provisions of this law affect those residents housed in Federally-subsidized public housing units and those individuals who receive Section 8 Housing Choice Vouchers (HCV) from the Fall River Housing Authority.

DEFINITIONS:

Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length, type and frequency of interaction between the persons involved in the relationship.

Domestic violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws or by any other person again st an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Immediate family: Spouse, parent, brother, sister or child of that person, or an individual to whom that person stands in loco parentis or any other person living in the household related to that person by blood or marriage.

Sexual assault: Any conduct prescribed by chapter 109A of title 18, US code whether or not the conduct occurs in the special maritime and jurisdiction of the US or in a federal prison and includes assaults committed by offenders who are strangers to the victim or who are known or related by blood or marriage.

Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person. 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, member of immediate family, spouse or partner.

Confidentiality: Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

Certification: The FRHA responding to subsections (1) (5) or (6) (i.e., a claim of protected status under VAWA) 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 incident in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the statue. Such certification shall include the name of the perpetrator.

NOTIFICATION OF RESIDENTS:

The Fall River Housing Authority will notify all residents of their rights under VAWA by written notice and inform all new applicants during the application process and while being tenanted by management staff. The notification will include an explanation of VAWA. The notification will describe the verification (see attached "Violence Against Women Act Certification Form") that will be required by a resident or applicant claiming protection under the Act.

DOCUMENTATION:

Housing Assistance (HCV administration), Tenant Selection and Management offices will retain Certification Forms (Exhibit A), documentation of applicants/residents that have issues dealing with the VAWA. This documentation will be maintained in the tenant file of said person in the development they at which they reside, or, in the case of HCV recipients, the central file in the Housing Assistance Department

The Certification Form (Exhibit A), will be temporarily utilized until a HUD approved form is made available: The Management, Tenant Selection or Housing Assistance staff

will request that an individual certify via this 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 resident has **fourteen (14)** business days to reply *in writing* from day of receipt from the FRHA. If the certification is not received within 14 business days of the FRHA's written request, nothing would limit the FRHA ability to evict/terminate assistance. The Director of Field Operations may extend the **14 day** deadline at his/her discretion. This form is not required to be executed under penalty of perjury, although HUD may elect to require that in its approved form when promulgated.

An individual may also satisfy the certification requirement by providing Housing Assistance, Tenant Selection or Management staff 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, sexual assault, or stalking, or the effects the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or "producing a Federal, State, tribal, territorial, or local police or court record.

TRAINING:

Managers and clerks employed by the FRHA will be encouraged to participate in training sessions dealing with issues of Violence Against Women, in order to recognize residents who are victims.

IMPLEMENTATION:

The provisions of the law which apply to the administration of a Housing Authority's HCV Program and Federal Public Housing program deal with the ability of the public housing authority to house residents covered by the protections of the Act. The FRHA implementation of these provisions will occur as follows:

- An applicant or participant that is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. The FRHA can bifurcate the lease to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants.

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of

the lease by the victim or threatened victim of that violence and shall not be good cause for terminating assistance, tenancy, or occupancy rights of the victim of such violence.

- The FRHA will honor court orders regarding rights of access or control of property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up.

- The FRHA can evict for other good cause unrelated to the incident or incidents of domestic violence, as long as the same standards apply to victims and non-victims.

- Eviction is not prohibited by the FRHA, if it 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."

- FRHA may not deny portable voucher assistance to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. FRHA may not terminate or deny portable voucher assistance to a tenant who is otherwise on compliance with program rules moved out of a previous assisted unit in order to "protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who is reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

GRIEVANCE PROCEDURE:

All residents have the right to have a Grievance Hearing after a Private Conference is made. Upon filing a written request, as provided by the Fall River Housing Authority grievance procedure, any resident who disagrees with any FRHA action will be afforded this opportunity.

FALL RIVER HOUSING AUTHORITY
COMMUNITY SERVICE
POLICY AND PROCEDURES

I. DEFINITIONS AND PROCEDURE

Under Section12 of the United States Housing Act of 1937, every adult resident of public housing is required to perform community service, or participate in an economic self-sufficiency program or a combination of the two totaling eight hours each month. (42 USC 1437j) This requirement does not apply to various exempt groups such as elderly persons certain disabled individuals and others. (24 OFR 960-609). Called the "Community Service and Self-Sufficiency Requirement," or CSSR, this regulation intends that residents complete and provide verification of this service monthly as a condition of receipt of Federal housing assistance.

The FRHA has created this policy utilizing the guidelines proposed in the ***Advocate's Guide to the Public Housing Community Service and Self-Sufficiency Requirement in Massachusetts*** published by the Massachusetts Law Reform Institute.

For the purposes of this policy, the following definitions shall apply:

Community Service: 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 the self-responsibility of the resident in the community. Community service is not limited to a single type of service or location. A list of acceptable community service activities is included below. By statute, political activity is not an eligible community service activity. Political activity is defined as activity on behalf of candidates for elected office or on behalf of a political party.

Economic Self-sufficiency Program: Any program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. Programs deemed necessary to prepare a resident for work, such as substance abuse treatment or counseling will also be considered.

FRHA COMMUNITY SERVICE PROCEDURE

When an applicant is tenanted, Management Staff shall explain the lease obligations, including their responsibilities under CSSR. Residents will be notified (Attachment 1) which household members may be required to perform community service. Each resident shall receive information explaining these obligations and a list of the categories of individuals deemed exempt from performing community service. This notification will also include a list of appropriate verifications necessary to establish an exemption.

The resident shall acknowledge receipt of the Community Service Policy (Attachment 2). Management Staff will complete with resident the Community Service/Self-Sufficiency Exemption Checklist. If a resident or a family is deemed exempt, the appropriate notation will be made and verification attached to the Exemption Checklist. All documentation pertinent to the CSSR will be maintained in the resident file.

Based upon the verification provided, management staff will make a determination of exempt status and notify the resident. If a resident disagrees with the determination, he/she may file a grievance under the FRHA grievance procedure. The exemption status for each family member will be noted in the tenant file.

If a resident or household member is not exempt, they will be provided a list (Attachment 3) of appropriate community service activities and information about accessing these resources. The resident will be informed that beginning with the first month following tenancy, any non-exempt household members must provide verification of participation in an community service activity or economic self-sufficiency program.

Residents who are required to perform community service must submit monthly verification of 8 hours of applicable service or participation in a self-sufficiency program to the Management Office. This verification may include, but is not limited to, a pay stub, a signed time sheet, a signed letter from a supervisor or other such document as enumerates the type of activity and number of hours performed. This verification will be added to the resident file to document compliance with this requirement.

At the resident's annual income recertification Management Staff will review resident's Continued Occupancy forms and all submitted verifications. In addition, Management Staff will also complete a new Community Service/Self Sufficiency Exemption Check-list (Attachment 4) to ensure continued compliance with the CSSR. Residents are required to provide updated verifications for any exemptions claimed. Community Service status will be reviewed by Management Staff whenever there is a change to the resident's status as an additional method of ensuring compliance.

NON-COMPLIANCE AND OPPORTUNITY FOR CURE

A household member will be determined to be non-compliant if they fail to provide appropriate verification of exemption, or documentation of participation in an approved community service/self-sufficiency placement. The FRHA will notify any individual or family found to be in noncompliance of the following:

- Which family member(s) have been found to be in noncompliance;
- The right to grieve the determination of noncompliance according to the FRHA grievance procedure;
- That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed.

The FRHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) will enter into an economic self-sufficiency program or perform community service for as many hours as necessary to comply with the CSSR for the previous 12-month period. This compliance must occur over a 12-month period dating from the time of the agreement, and the resident must stay current with the ongoing year's community service requirements. Any hours that a resident completes shall be applied to the period covered under the agreement until that year's commitment is completed.

Failure to adhere to the agreement will be considered noncompliance and is subject to non-renewal or termination of the lease.

MONITORING

Periodically, HUD will audit resident files for compliance with all regulations of the public housing program. Included in this audit is an assessment of the level of compliance with the Community Service requirement. In order to assure that the FRHA is fully compliant with the regulation, the Director of Housing Management and Support Services or his/her designee will inspect a random sampling of files. This inspection will be performed independent of standard FRHA file audit procedures. As part of the inspection, the reviewer will check the following:

- For the current calendar year, each household/resident's status under the CSR
- If exempt, the reviewer will note the specific reason for exemption, and ensure the appropriate verification documentation is included in the file.
- If any residents are not exempt from the requirement, the reviewer will ensure that these residents are participating in an appropriate community service program and that there is documentation of that service.
- If non-exempt residents have not provided appropriate documentation of participation in a community service program, these residents will be identified to the manager for lease enforcement.
- The reviewer will ensure the files pertaining to the Community Service requirement are well maintained and suitable for audit by HUD.

TRAINING

All FRHA Management Staff have been provided copies of HUD guidelines for administering the CSSR. Management staff will be required to attend training annually, to ensure familiarity with any changes to HUD Requirements. Training will be conducted by senior staff, and as necessary, consultants with expertise in the administration of the CSSR.

II. EXEMPTIONS AND APPROVED ACTIVITIES

In the FRHA's interpretation of the CSSR, many existing FRHA residents are exempt from the requirements as follows. This determination has been reviewed with the FRHA Resident Advisory Board, and reflects he statutory requirements and input from HUD staff and resident advocates.

Exempt Family: Any family containing an individual who:

1) Is receiving benefits under TAFDC, SSI or ESEDC programs
2) Is a beneficiary of the Massachusetts State Earned Income Credit
3) Is receiving Veterans' Services Benefits
4) Is a participant in certain subsidized child care programs

Exempt individual: An adult who:

(1) Is 60 years of age or older.
(2) (i) Is a blind or disabled individual as defined under 216(i) (l) of 1614 of the Social Security Act (42 U.S.C. 416 (i) (l). 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) Is a primary caretaker of such individual;
(3) Is engaged in work activities;
(4) A pregnant woman in the last 120 days of her pregnancy
(5) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or
(6) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA 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 non-compliance with such a program.

VERIFICATION OF EXEMPTION

In order to establish an exemption, the following verification must be provided:

- **Disability or blindness**-- Receipt by a household member of Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI) or Emergency Aid to Elderly, Dependents and Children (EAEDC) Disability benefits, or receipt of a determination from TAFDC< Food Stamps, or other state welfare program' work activity requirements shall be proof of disability under this policy. A household member whose application for SSDI, SSI or EAEDC disability benefits is pending shall be considered disabled unless and until a denial of the application is received. Any resident who believes they meet the definition of disability under this policy may submit a statement from their treating physician providing FRHA staff with the fact 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 does not believe they will be able to comply with the community service requirement, the resident may apply for a reasonable accommodation. Residents who are deemed to be exempt because of blindness or disability shall sign a statement certifying that they are unable to comply.

- **Primary caregiver of a blind or disabled person--** A statement from the person being cared for or his/her guardian affirming that the resident seeking exemption acts as the primary caregiver for that person and stating the time period during which (s)he is expected to continue in that capacity

- **Engaged in work activity—**The verification of employment income provided to FRHA for rent determination shall be adequate for this purpose.

- **Exempt from work activity under state welfare program—**Verification of this exemption shall be provided by the MA Department of Transitional Assistance if the resident is a TAFDC or EAEDC recipient. Recipients of other assistance shall provide appropriate third-party documentation from that program or its administrator.

Sample verification forms are included in this policy as Attachment 5.

COMMUNITY SERVICE ACTIVITIES

When a resident is tenanted, and at all subsequent recertifications, FRHA will provide the resident with a list of approved community service placements. The FRHA, in conjunction with the Resident Advisory Board has determined that the FRHA and our residents will be best served by a liberal definition of eligible activities under the CSSR. The following list is intended as a partial list of acceptable opportunities and is not to be construed as complete. Any activity which benefits the resident's economic self-sufficiency will be accepted, as will any activity that reasonably provides the FRHA, its developments and residents, or the general public with a needed service. Acceptable activities include:

1) GED Program
2) High school completion
3) English as Second Language Program
4) Vocational School
5) College Courses
6) Participation in Foster Grandparent Program
7) Provide arts and crafts activities for the elderly or children
8) Gardening at FRHA sites
9) Volunteering at Fall River Food Kitchen or other nutrition program benefiting low-income residents of the city
10) Visiting nursing homes/hospitals.
11) Performing errands for elderly/handicapped residents
12) Peer Leadership programs

13) Volunteering with the Red Cross
14) Tutoring
15) Volunteer participation in school childcare program
16) Working with the Fall River Joint Tenants Council to educate residents about their rights and the organization's mission.
17) Volunteering with FRHA Youth Services programs
18) Other activities as may, from time to time be added by FRHA or agreed to with the Resident Advisory Board

FRHA shall not impose any sanction on a family with non-exempt members unless it first provides the family with a list of appropriate and available placements with regard to their linguistic capabilities and transportation needs. If a non-exempt household member elects to perform community service at an organization or placement not identified in the above list, the member must seek approval from FRHA.

ATTACHMENT 1—Sample Notification

FALL RIVER HOUSING AUTHORITY

COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENT

RESIDENT NOTIFICATION

Dear Resident:

Per the Fall River Housing Authority Community Service Policy, it has been determined that the following members of your household are required to participate in a community service activity or economic self-sufficiency program for a total of eight (8) hours a month as a condition of their continued occupancy.

NAME	AGE	SSN#

If you believe any of these household members to be exempt from this requirement you must furnish appropriate verification of exemption to the Management Office within ten (10) days of receipt of this notification.

If you do not provide any verification, these household members will be required to perform community service/economic self-sufficiency requirements.

ATTACHMENT 2

FRHA
COMMUNITY SERVICE POLICY
VERIFICATION OF RECEIPT OF POLICY

I, _____, acknowledge that I have received and understand the Fall River Housing Authority Community Service Policy. I have been notified of my responsibilities under this policy, and that failure to adhere to these responsibilities constitutes a lease violation which could result in the non-renewal of my lease.

_____ _____

Signature **Date**

ATTACHMENT 3

COMMUNITY SERVICE ACTIVITIES

When a resident is tenanted, and at all subsequent recertifications, FRHA will provide the resident with a list of approved community service placements. The FRHA, in conjunction with the Resident Advisory Board has determined that the FRHA and our residents will be best served by a liberal definition of eligible activities under the CSSR. The following list is intended as a partial list of acceptable opportunities and is not to be construed as complete. Any activity which benefits the resident's economic self-sufficiency will be accepted, as will any activity that reasonably provides the FRHA, its developments and residents, or the general public with a needed service. Acceptable activities include:

19) GED Program
20) High school completion
21) English as Second Language Program
22) Vocational School
23) College Courses
24) Participation in Foster Grandparent Program
25) Provide arts and crafts activities for the elderly or children
26) Gardening at FRHA sites
27) Volunteering at Fall River Food Kitchen or other nutrition program benefiting low-income residents of the city
28) Visiting nursing homes/hospitals.
29) Performing errands for elderly/handicapped residents
30) Peer Leadership programs
31) Volunteering with the Red Cross
32) Tutoring
33) Volunteer participation in school childcare program
34) Working with the Fall River Joint Tenants Council to educate residents about their rights and the organization's mission.
35) Volunteering with FRHA Youth Services programs
36) Other activities as may, from time to time be added by FRHA or agreed to with the Resident Advisory Board

FRHA shall not impose any sanction on a family with non-exempt members unless it first provides the family with a list of appropriate and available placements with regard to their linguistic capabilities and transportation needs. If a non-exempt household member elects to perform community service at an organization or placement not identified in the above list, the member must seek approval from FRHA.

ATTACHMENT 4

ATTACHMENT 5

Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The **Fall River Housing Authority** (referred to herein as LHA) leases to _____(Tenant) _____(the leased premises) with ___bedrooms beginning _____, until termination as
(address and apartment #)
provided herein.

The following persons, together with Tenant, are the members of Tenant's household (household members) authorized to occupy the leased premises with Tenant:

_____ _____
_____ _____
_____ _____
_____ _____

No other person may occupy the leased premises overnight for more than a total of twenty-one (21) nights in any twelve (12) month period without LHA's written consent, as provided in Section V of this lease. The words "overnight" and "nights," as used in this lease, include daylight hours if the person regularly sleeps during the day rather than at night.

Section II. RENT

(A) Amount and Payment of Rent

Tenant shall pay the monthly rent of $_____ in advance on or before the seventh (7th) day of each month beginning _____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by LHA in accordance with Section IV of this lease.

During the term of this lease LHA shall accept as rent all payments, which Tenant designates as rent. The acceptance of such rental payments by LHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

(B) Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the LHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the LHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

(C) Nonpayment of Rent - Interest; Repayment Agreement; Possible Eviction and Costs

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, LHA may charge Tenant interest at the rate of one percent (1%) per month (or the highest legally permissible interest rate, whichever is less) on the unpaid balance from the date the payment was due. ***Tenant will be assessed a late fee in the amount of $ 25.00 for each rental payment due for more that thirty (30) days.*** If Tenant shows good cause for late payment to LHA and if LHA and Tenant enter a repayment agreement, LHA in its discretion may waive the interest charge. By charging interest for late payment of rent, LHA in no way excuses Tenant's breach of Tenant's obligation to pay rent, and LHA retains the rights to terminate the lease, to evict Tenant and Tenant's household, and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

Section III. ELECTRICITY, HEATING FUEL AND GAS

Tenant shall pay the cost of the following if checked by LHA and initialed by Tenant:
[ ] Electricity [initials:] [ ] Heating Fuel [initials:] [ ] Gas [initials:]
LHA shall pay the cost of the items not so checked and initialed.

FEDERAL SITES ONLY: Resident shall be charged for use of appliances as follows:
AIR CONDITIONERS: $ 100.00 per air conditioner, per season (payable in four (4) increments due on June, July, August, and September first of each year.

STAND ALONE FREEZER 4 cubic foot or greater: $ 15.00 per month due and payable with rent each month. $ 10.00 per month due and payable with rent each month freezers less than 4 cubic feet

DRYERS: $ 20.00 per month (in unit and basements – installation must be approved by FRHA) due and payable with rent each month.

Section IV. ANNUAL AND INTERIM REDETERMINATIONS OF RENT

(A) Annual Redetermination; Tenant's Obligation to Submit Verified Information

LHA shall redetermine Tenant's monthly rent, once annually in accordance with applicable regulations or authorization of the Department of Housing and Community Development (the "Department").

Each notice of a redetermined rent shall be in writing and contain the following information:

1. The rental amount and the date when it will be effective:
2. The calculation of Tenant's monthly gross household income and monthly net household income used by LHA in determining Tenant's rent:
3. Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error.

For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) days after a request from LHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Tenant and Tenant's household. Tenant shall also provide authorization for LHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

(B) Interim Redetermination on Account of Increased Income

An increase of ten percent (10%) or more in Tenant's monthly gross household income (the gross amount of income received by Tenant and household members during a month computed as provided in the Department's regulations) shall require a rent redetermination by LHA, and Tenant shall report any such increase (including any changes in income, exclusions and deductions) to LHA by the seventh (7th) day of the month following the increase together with authorization for verification.

Rent increases on account of such an increase will be effective no less than fourteen (14) days after LHA sends Tenant a notice of redetermined or adjusted rent; such notice may be sent before LHA verifies the increase. If Tenant fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the seventh (7th) day of the following month, any increase in redetermined or adjusted rent shall be effective retroactively so as to begin on the first day of the second month following the month in which the increase occurred.

(C) Receipt of Delayed Payments of Income

If Tenant or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Tenant shall report receipt of the income to LHA within seven (7) days after receipt. An additional rental amount shall be computed by the percentage set out in the Department's regulations and charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Tenant's tenancy at LHA. Tenant shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from LHA.

(D) Consequences of Nondisclosure or Misrepresentation of Income

If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Tenant's net household income, Tenant shall pay to LHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment. Such misrepresentation or nondisclosure shall also constitute cause for termination of this lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent, which should have been paid.

(E) Interim Redetermination on Account of Decreased Income

If Tenant's monthly gross household income decreases, rent shall be redetermined if the Tenant requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after LHA receives reliable verification of the decrease or at such earlier time, as the LHA shall find to be warranted in the event that verification is delayed.

Section V. OCCUPANCY AND USE OF LEASED PREMISES

(A) Tenant and Household Members

Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness or absence of a household member who is a full-time student. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

(B) Guests

Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on LHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month period without LHA's written approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies LHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys LHA property, among its remedies LHA may require that the Tenant shall pay the cost of repair or replacement.

Tenant shall notify LHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by LHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for LHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but LHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Tenant or of a household member, other than a personal care attendant, shall be deemed to be a guest.

(C) Personal Care Attendant

In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an

additional household member pursuant to Section XII of this lease prior to his or her residing in the leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for public housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at LHA's request shall verify that he or she is working full-time as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

(D) Remaining Members of a Household

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to LHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with LHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by LHA.

(E) Other Legal Use of the Leased Premises

With the LHA's prior written approval, Tenant and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as LHA shall deem it necessary, and if the activities will: (i) not be likely to cause any disturbance or inconvenience to neighbors; (ii) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (iii) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); and (iv) not result in any other additional expense to LHA. At any time LHA may withdraw permission if any of these conditions are violated.

(F) Appropriate **Unit Size: Maximum Persons**

The leased premises are to be considered of appropriate unit size so long as Tenant, other household members, and any full-time, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom, as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of the Department. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

Section VI. TRANSFERS

(A) Decreases in Household Size

In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, LHA shall offer to lease such unit to Tenant who shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Tenant shall vacate the leased premises.

(B) Increases in Household Size

In the event that one or more household members are added to this lease as provided in Section XII and as a consequence the appropriate unit size for the household increases, LHA shall approve an

application to transfer the household to a larger unit of appropriate unit size upon availability provided that:

(1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to LHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

(C) Transfers for Modernization Work

In the event modernization work is to be undertaken involving the leased premises, LHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have thirty (30) days within which sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Tenant shall vacate the leased premises.

(D) Other Reasons for Transfer

LHA may approve an application for transfer pursuant to applicable state regulations or authorization of the Department.

Section VII. HAZARDOUS CONDITIONS

(A) Report and Repair of Hazardous Conditions

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to LHA. LHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Tenant, other household member or guest the cost of repairs shall be charged to and paid by Tenant.

(B) Temporary Alternative Accommodations During Prolonged Repairs

If such imminently hazardous conditions exist, LHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

(C) Abatement of Rent During Prolonged Repairs

If such imminently hazardous conditions exist, LHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

Section VIII. LHA OBLIGATIONS

LHA has the following obligations:

(A) Initial **Condition of Leased Premises**

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code.

(B) Heat

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of heat.

(C) Hot Water

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

(D) Extermination

To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and

sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

(E) Maintenance of Structural Elements

To maintain the structural elements of the building containing the leased premises.

(F) Maintenance of Common Areas

To maintain the common areas of the building open to the household.

(G) Appliances

To provide a stove and the following additional appliances if any, in safe condition and working order at initial occupancy: _____ _____ _____ _____

(Specify any additional appliances to be provided by LHA)

(H) Locks

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order, which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

(I) Notice of Tenant's Right to Grieve

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by LHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

(J) Emergency Repairs

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

(K) Non-emergency Repairs

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

(L) Confidentiality of Records

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by 760 CMR 8.00 and other applicable law.

(M) Respect of Tenant's Right to Join a Tenant Organization

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

(N) Copies of Rules

Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant’s tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

(O) Prompt Redetermination of Rent

To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

(P) Prompt Processing of Applications for Transfer

To process applications for transfer promptly.

(Q) Prompt Processing of Applications to Add a Household Member

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member pursuant to 760 CMR 5.00 promptly.

(R) Eviction Proceedings Against Others

To commence eviction proceedings against another tenant if LHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member or guest which has jeopardized the health or safety of Tenant or other household member named in this lease.

(S) Assistance to Victims of Domestic Violence

To provide assistance which the LHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

Section IX. TENANT'S OBLIGATIONS

Tenant has the following obligations which are material conditions of Tenant's tenancy:

(A) Payment of Rent

To pay rent as provided in Sections II and IV.

(B) Payment **for Utilities**

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

(C) Transfer

To transfer to a unit of appropriate unit size because of decreases in household size as provided in Section VI (A) or because of modernization work as provided in Section VI (C).

(D) Proper Conduct on Housing Authority Property

To conduct himself/herself, (and to cause each other household member and any guest of Tenant or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, LHA employees, or other persons lawfully on the LHA's property.

(E) No Threats, Harassment or Nuisance

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against LHA's officers or employees, other residents and others lawfully on the leased premises or on LHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on LHA property.

(F) No Crimes On or Near the Leased Premises

To refrain from (and to cause each household member to refrain from) any and all criminal conduct in the leased premises, on LHA property or in its vicinity (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including LHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the LHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections X (E) (2) and (3) of this lease.

(G) No Serious Crimes Outside Housing Authority Property

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on LHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on LHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

(H) No Disturbances or Loud Noise

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the LHA's employees. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises, which unreasonably disturb or are likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of LHA's property which unreasonably disturbs or is likely to

unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior which create disturbance or unreasonably loud noise. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of LHA or any other person.

(I) Maintaining Clean and Sanitary Condition of Leased premises

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition, which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code. Resident shall be responsible for the removal of snow, ice, sleet and hail form the exterior front and rear platforms, steps and walks which lead to Resident's individual unit. A resident who is elderly and/or disabled may be excused form this obligation by prior WRITTEN agreement with Management.

(J) Disposal of Garbage and Trash

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by LHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner, which will not attract rodents or insects or cause offensive odors.

(K) Maintaining Safe Condition of Leased Premises

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on LHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant. ***In*** addition, resident shall refrain from placing objects of any kind in hallways or stairwell.

(L) Use and Care of Plumbing and Other Utility Services

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary; Tenant shall not attempt such repairs but shall immediately notify LHA about the need for repairs. Tenant, household members, and guests shall use any elevator and any common appliance properly. Windows are to remain closed during the period of December 1st, through March 31st, unless medical documentation is provided to allow otherwise.

(M) Damage

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of LHA. In the event damage occurs Tenant shall promptly notify LHA about the damage and the cause of the damage.

(N) Payment for Damage

To pay the cost of labor and materials reasonably necessary to repair or replace property of LHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within thirty

(30) days following Tenant's receipt of an itemized bill from LHA, which may post a list of reasonable standard charges for repair of damage.

(O) Pets Policy

Not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on LHA property on a temporary or permanent basis, excepting reasonably quiet birds in cages or fish in tanks, without the written permission of LHA in accordance with its rules or policies.

(P) Major Appliances and Heavy Items

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of LHA in accordance with any applicable rules or policies.

(Q) Rules, Policies and Regulations

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by LHA for the housing development of which the leased premises are a part pursuant to Section XX; and to comply with applicable regulations of the Department.

(R) Alterations to the Leased Premises

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of LHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of LHA at the time when Tenant vacates, unless Tenant shall first have deposited with LHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of LHA to the removal.

(S) Guests

To oversee and supervise the conduct of all guests of Tenant and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section V (B).

(T) Use and Occupancy of the Leased Premises

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

(U) Vacating the Leased Premises

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

(V) Smoke Detectors

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on LHA's property; and to notify LHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify LHA immediately of the need for such replacement.

(W) Access to the Leased premises

To permit access to the leased premises by LHA as provided in Section XV and not to replace, add or rekey any locks.

(X) Payment of Constable Costs and Court Filing Fees

To pay the expenses incurred by LHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

(Y) Wage, Tax and Bank Match; Social Security Numbers

To participate and cause household members to participate in any wage, tax, and/or bank match system required by the Department and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide LHA with his or

her social security number, and to authorize use of such social security number for use by LHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems or similar means of verification.

Section X. TERMINATION OR VOIDING OF LEASE

(A) Termination by Tenant

This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice to LHA.

(B) Voiding by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by LHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event LHA shall determine to use the procedure set out in M.G.L. c. 139 §19, LHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to LHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

ONE STRIKE POLICY – Board resolution added to ACOP and Section 8 Administration Plan (Federal Sites Only). Tenant recognizes the FRHA's authority and responsibility to enforce the One Strike Policies of the FRHA and as contained in its Admission and Continued Occupancy Policies, which are posted at each Public Housing Development.

(C) Termination by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by LHA for any of the following reasons:

(1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.

(2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.

(3) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, on LHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section X (E)(2) and (3).

(4) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on LHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX (G).

(5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on LHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand or should have known beforehand that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.

(6) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from LHA property, or in the event a household member has been deleted from the lease by Tenant at the request of LHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.

(7) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that LHA may provide an exemption for up to six (6) months if Tenant can establish hardship which prevents an earlier relocation of the household to unsubsidized housing.

(8) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Y), or to participate in a wage, tax or bank match as required in Section IX (Y).

(9) Failure to supply complete and accurate information in Tenant's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or

unqualified for public housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.

(10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by the Department or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.

(11) Failure to vacate in the event of a decrease in household size, as provided in Section VI (A), or in the event of modernization work, as provided in Section VI (C).

(12) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section V (A).

(13) A guest's staying overnight for more than a total of twenty-one (21) nights in a twelve (12) month period without LHA's written approval.

(14) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.

(15) The FRHA has reasonable cause to believe that the resident engages in drug-related activity (42USC 1437d(1)) on or off the premises not just near or on the premises.

(16) The FRHA has reasonable cause to believe that the resident engages criminal activity that threatens the health, safety, or right of peaceable enjoyment of the premises by other residents or FRHA personnel.

(17) The FRHA has reasonable cause to believe that the resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.

(18) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.

(19) Resident or an adult member of the household has failed to comply with the Community Service or Self Sufficiency requirements of HUD and as delineated in the FHRA's Admissions and Continued Occupancy Plan. This applies to Federal Sites Only.

(20) Other good cause.

(D) LHA's Notice of Termination of Lease

Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, LHA shall give to Tenant a written notice of termination of lease which precedes the date of termination by:

(1) at least fourteen (14) days in the case of failure to pay rent;

(2) a reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) days) when the grounds (other than nonpayment of rent) are such that no grievance hearing is required; or

(3) no less than thirty (30) days in any other case.

The notice of termination of lease shall state the reason for termination of the lease. It may include a notice to quit. If Tenant is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall specify that, within seven (7) days following the date on which notice is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.

(E) Administrative Hearing Prior to Lease Termination in Certain Instances

If LHA shall give notice of termination of lease to Tenant, within seven (10) days after the notice has been given, the Tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, except that pursuant to M.G.L. c.121B, §32 no grievance hearing shall be required: For Sections 2 and 3 below the Grievance Panel must be apprised of the violation and verbally concur with the decision to proceed with eviction.

(1) in the event of nonpayment of rent

(2) in the event LHA has reason to believe that Tenant or a household member:

(a) has unlawfully caused serious physical harm to another tenant or an employee of LHA or any other person lawfully on LHA's property.

(b) has unlawfully threatened to seriously physically harm another tenant or an employee of LHA or any person lawfully on LHA's property.

(c) has unlawfully destroyed, vandalized or stolen property of a tenant or of LHA or of any person lawfully on LHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an LHA employee, or any other person lawfully on LHA's property.

(d) has unlawfully possessed, carried, or kept a weapon on or adjacent to LHA's property in violation of M.G.L. c. 269, §10.

(e) has unlawfully possessed or used an explosive or incendiary device on or adjacent to LHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A or 102B.

(f**) has engaged in drug-related activity (42USC 1437d(1) on or off the premises not just near or on the premises**.

(g) **has engaged criminal activity that threatens the health, safety or right of peaceful enjoyment of the premies by other residents or FRHA personnel.**

(h) **resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.**

(i) has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.

(3) in the event LHA has reason to believe that a guest of Tenant or a guest of another household member has engaged in any of the behavior listed in paragraph (2) and that Tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

(F) Procedure at a Grievance Hearing on Lease Termination

A written request for a grievance hearing shall be made by Tenant to the LHA within seven (7) days after notice of termination of lease has been given to Tenant. The grievance hearing shall be held pursuant to LHA's grievance procedure.

LHA shall schedule a grievance hearing within thirty (30) days from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination set out in the notice of termination. Reasonable notice shall be given to Tenant.

In cases where Tenant has properly requested a grievance hearing, LHA shall not institute an action for summary process pending the hearing and a decision in LHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as LHA gives Tenant written notice of the additional reason, not less than three (3) days before the hearing or, if a reason for eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such additional reason.

(G) Summary Process Court Actions

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the notice of termination of lease or notice to quit, if Tenant and Tenant's household members have failed to vacate, LHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in LHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or notice to quit has expired but Tenant or any of Tenant's household members has failed to vacate, LHA may institute an action for summary process or other appropriate judicial action.

Section XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE

Tenant may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Tenant and LHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but LHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, LHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by LHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, LHA may issue a notice of termination of lease on account of the same conduct of the

household member about which a request for deletion is made. In the event a household member has been deleted at the request of LHA, Tenant shall not permit such person to be a guest thereafter.

Section XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE

LHA Approval of an Additional Member Required Prior to Occupancy

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to LHA for approval of a household including such person and LHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member LHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Tenant and LHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, LHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

Section XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY

If Tenant or a household member has a disability and, on account of this disability, in order to participate in the housing program, needs a reasonable accommodation in LHA's rules, practices or procedures, or needs a reasonable modification of the leased premises or a common area, the Tenant or household member may request a reasonable accommodation or a reasonable modification on account of the disability. The request shall be in writing and shall be reliably documented. Within a reasonable time following receipt of reliable documentation establishing the need for an accommodation or modification which is reasonable under all relevant circumstances, including the availability of funds, LHA shall provide an accommodation or modification, although it need not be the specific accommodation or modification requested so long as it is reasonable under the circumstances.

Section XIV. INSPECTIONS

(A) Pre-occupancy Inspection

Prior to occupancy LHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection LHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both LHA and Tenant (or Tenant's designated representative) prior to occupancy.

(B) Periodic Inspections

LHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

(C) Termination Inspection

Upon termination of occupancy, LHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and LHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. LHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

Section XV. ACCESS TO THE LEASED PREMISES BY LHA

(A) Access for Non-Emergency Repairs, Maintenance or an Inspection

LHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

(B) Access for Requested Repairs or Maintenance

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, LHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

(C) Access for an Emergency

If LHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, LHA shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

(D) Access Where No Adult Present

If at any time LHA shall have entered the leased premises and if no adult household member shall have been present, LHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

Section XVI. PERSONAL PROPERTY

(A) Insurance of Personal Property By Tenant

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty. ***Tenant*** acknowledges that the FRHA has informed them that they are responsible for insuring their own personal property against theft or other casualty losses.

(B) Removal of Personal Property

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from LHA property.

(C) Personal Property Left on Termination of Lease

Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from LHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by LHA. Tenant shall be responsible for and shall reimburse LHA for costs for moving, storage and disposal of personal property following termination of this lease.

Section XVII. NOTICES

(A) Notices to Tenant

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

(1) in writing; and

(2) (a) given to Tenant in hand; or

(b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to LHA; or

(c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or

(d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or

(e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

(B) Notices to LHA

Any notice to LHA shall be sufficient if:

(1) in writing; and

(2) (a) sent by certified mail, return receipt requested to LHA at its office; or

(b) hand delivered to LHA's office during regular business hours.

Section XVIII. COMPLIANCE WITH REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The Department of Housing and Community Development has promulgated and may promulgate regulations regarding the terms and conditions of public housing. Insofar as applicable LHA and Tenant shall comply with the Department's regulations and any authorizations or waivers issued pursuant thereto. LHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

Section XIX. COMPLIANCE WITH LHA'S RULES AND POLICIES

LHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with LHA's rules and policies, is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. LHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members, although absence of posting shall not affect their enforceability. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. LHA may charge for additional copies.

Section XX. CHANGES

This lease represents the entire agreement between LHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by LHA and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Tenant of the changes, additions or deletions.

Section XXI. ADDITIONAL PROVISIONS

This lease is executed in two counterparts, one of which shall be retained by LHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

Executed on this _____ **day of** _____

Tenant Signature: _____

_____

(Print Name(s))

LHA Signature: _____

_____

(Print Name and Title)

AMENDMENTS

Abandonment, Death/Personal Property Left

Unless Resident has notified Management that the leased premises will be un- occupied by Resident and all Authorized Occupants as listed in Section 1 of this lease, for a specific period of time which does not otherwise violate any other provision of this lease, Management may deem the leased premises to be vacated or relinquished by the Resident and the tenancy terminated as described below:

A. Management has substantial reason to believe that the leased premises has been vacated by the Resident and all Authorized Occupants over the age of eighteen (18) and at least fifteen (15) days have passed since the Resident's failure to pay rent when due;

B. Resident has died and no Authorized Occupant, as listed in Section 1, over age of eighteen (18) assumes responsibility for the tenancy;

C. Resident is permanently placed in a health care institution or hospitalized;

D. Resident is placed in a health care institution or drug or alcohol rehabilitation facility or is hospitalized for an indefinite period, providing no agency, caretaker, or family member assumes responsibility for payment of the rent for the next six (6) months or where such six (6) month period has lapsed following payment of the rent, or;

E. Resident, who is a single-person household, is incarcerated for a period of six (6) months or more.

When Resident's tenancy is terminated pursuant to this section of the lease, Management shall notify the person(s) designated below of the existence of Resident's personal property on the leased premises and of the opportunity to claim and remove such property within the time period described herein. Management shall store for fifteen (15) days from the date of such notification any such property left in the leased premises, unless the items are perishable or hazardous to health or safety. Any personal property still remaining in the leased premises after this time may be disposed of in an appropriate manner at Management's discretion.

_____

(Name) (Address) (Phone Number)

I hereby acknowledge receipt of the Fall River Housing Authority Pet Policy, and Continued Occupancy and Community Service Policy, as listed in lease provisions I X (0), and X (C) 19 respectively.

Tenant Signature: _____ / /

(Print Name (s)) **(Date)**

LHA Signature: _____

_____

(Print Name and Title)

LEASE ADDENDUM

The lease, as executed on _____ , between _____(Tenant) and the Fall River Housing Authority (LHA) is hereby extended under the same conditions as the original lease mentioned above with the exception of the following amendment(s):

(a) Section II. A. **RENT**

The rent for the extension period shall be $ _____ per month, effective _____, 20_____, and payable on or before the (7th) day of each month.

(b) Section I. **DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES** (authorized members of tenant household)

Except as otherwise provided in the lease, the leased premises shall be occupied by the following named individuals only:

_____

_____

_____

_____

All other conditions of the original lease and addenda except those changed by separate subsequent addendum such as monthly rent and authorized occupants, shall remain in effect.

Executed this _____ day of _____, 20_____ .

Tenant:

_____

_____

LHA:

_____

FALL RIVER HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Fall River Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Fall River Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Fall River Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Fall River Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Fall River Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Fall River Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate housing discrimination forms. The Fall River Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

The Fall River Housing Authority has adopted and is implementing the provsions of the Violence Against Women Act of 2005. The policies and procedures adopted by the Authority are contained in our Violence Against Women Policies and Procedures and attached by reference to this Plan.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Fall River Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Fall River Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Fall River Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

Generally the individual knows best what it is they need; however, the Fall River Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Fall River Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Fall River Housing Authority’s programs and services, the Fall River Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Fall River Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Fall River Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Fall River Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

When the Fall River Housing Authority grants a reasonable accommodation request for an applicant, the applicant will be placed on the waiting list without regard to the need for the reasonable accommodation request. At the time of admission the Fall River Housing Authority will perform the actions/renovations to meet the request. i.e. an applicant granted a reasonable accommodation will not receive any special consideration on the waiting list.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Fall River Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:
Portuguese, Spanish and Khmer

4.0 FAMILY OUTREACH

The Fall River Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Fall River Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Fall River Housing Authority will also try to utilize public service announcements.

The Fall River Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the Fall River Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. Statement of Policies and Procedures governing Admission and Continued Occupancy
B. Notice of the status of the waiting list (opened or closed)
C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
D. Income Limits for Admission
E. Excess Utility Charges
F. Utility Allowance Schedule
G. Current Schedule of Routine Maintenance Charges
H. Dwelling Lease
I. Grievance Procedure
J. Fair Housing Poster
K. Equal Opportunity in Employment Poster

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

220 Johnson Street, Fall River, MA 02723

Applications are taken to compile a waiting list. Due to the demand for housing in the Fall River Housing Authority jurisdiction, the Fall River Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Fall River Housing Authority will verify the information. Incomplete applications will not be accepted but will be returned to the applicant with instructions needed to complete the application.

Applicants seeking information regarding their application are required to provide their Control Number, Name, Current Address and Social Security Number.

The Tenant Selection Department will not provide specific information regarding the length of time before a unit offer may be made.

Applications may be made in person at ***220 Johnson Street*** on Monday through Friday, between 9:00 a.m. and 4:00 p.m. Applications will be mailed to interested families upon request and may be returned by mail. FRHA staff will assist applicants from the hours of

9:00 a.m. to ***4***:00 p.m. each business day. On Thursdays the department will accept applications but will not assist in the preparation unless the applicant is deemed an emergency, in which case the staff will assist in the application taking.

The completed application will be dated and time stamped upon its return to the Fall River Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Fall River Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (508) 675-3539.

Upon receipt of the family's application, the Fall River Housing Authority will make a preliminary determination of eligibility. The Fall River Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Fall River Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant must report changes, in writing, in their applicant status including changes in family composition, income, or preference factors. The Fall River Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Fall River Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. 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. Anyone designated as head(s) of household have to be 18 years of age or older.

a. Children temporarily absent from the home due to placement in foster care are considered family members.
b. 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.
c. **A head of household who has established a relationship with a person who is younger than 18 years of age must be legally married.**

2. 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.

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

a. A family whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62;
b. Two or more persons, who are at least 55 years of age but below the age of 62, living together; or
c. One or more persons, who are at least 55 years of age but below the age of 62, living with one or more live-in aides.

4. 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.

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

7. An emancipated minor, a minor who has been declared to be emancipated by a court of competent jurisdiction.

Applicant(s) must submit reasonable documentation to verify family status and relationship.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Fall River Housing Authority.
5. If the Fall River Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Federal Public Housing Program.

C. Citizenship/Eligibility Status

- To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
- Family eligibility for assistance.

    a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.5 for calculating rents under the noncitizen rule)

c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD or the Fall River Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

b. A provision authorizing HUD or the Fall River Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Fall River Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a

family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Fall River Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families with be denied admission if they fail to meet the suitability criteria.

B. The Fall River Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
3. History of disturbing neighbors or destruction of property;
4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Fall River Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Fall River Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history and background check of all adult family members. These checks may be made through a private company;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Fall River Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to

demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
6. Landlord References
7. An Ability to Comply With Lease form when the FRHA does not receive sufficient references.
8. Triple I inquiry
9. An Intelius type inquiry to verify applicants information and background where information is missing or where gaps occur in the rental history.
10. A check with the Dru Sjodin National Sex Offender Public Website (NSOPW), coordinated by the U.S. Department of Justice.

INTERSTATE IDENTIFCATION INDEX PROCEDURE

A Triple I request will be conducted through the Fall River Police Department (FRPD) on an applicant who has been or is about to be offered a housing unit. This request will come from the Tenant Selection Department.

The FRPD will inform the FRHA, Tenant Selection Department whether or not the applicant has an FBI record.

If so the applicant will be sent a letter by the Tenant Selection Department informing them of the dates they must appear at the FRPD to get fingerprinted. If the applicant does not appear at the FRPD for fingerprinting on the assigned dates they will be removed from all the active waiting lists.

If the applicant was offered a unit, the offer will be recinded and their application will remain on hold until such time the FBI record is received by the Tenant Selection Department for review.

Once a favorable FBI record is received the Tenant Selection Department will offer the applicant another unit, **within their eligibility criteria**, as soon as one is available. The offer will either be a federal or state unit, this would depend on which development from which program the applicant was previously offered.

If the FBI record is not favorable the applicant will be sent a rejection letter(s) and they will have **the right to an appeal the FRHA initial determination**.

If the applicant appeals and the rejection(s) is over turned the applicant's application will be reinstated to an active status and they will be offered a housing unit when their rank reaches the top of the waiting list.

The above also applies to additional adult family members requesting to be added to an FRHA tenant's lease.

8.4 GROUNDS FOR DENIAL

The Fall River Housing Authority is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent - **an example of this is an eviction(s) for non-payment of rent;**

E. Have a demonstrated history of living or housekeeping habits adversely affecting the health, safety, or welfare of other tenants;

F. Have a history of criminal activity by any household member involving (1) physical violence against persons or property, or (2) drug related criminal activity as defined in the Glossary; or (3) other criminal activity that, if continued as a tenant in public housing, would adversely affect the health, safety, or well-being of other tenants or Housing Authority Staff;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud as defined in the Glossary, bribery or other corruption in connection with any federal housing assistance program, including intentional misrepresentation of information related to their housing application or benefits there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Fall River Housing Authority will waive this requirement if:

1. The person demonstrates to the Fall River Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
2. Has successfully completed a supervised drug or alcohol rehabilitation program;
3. Has otherwise been rehabilitated successfully; or is participating in a supervised drug or alcohol rehabilitation program.

M. Have engaged in or threatened violence or engaged in a pattern of abusive behavior towards any Fall River Housing Authority staff or residents;

N. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

O. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

In the event the Housing Authority receives unfavorable information with respect to a applicant, other than information with respect to subsections J,K,N and O, it shall give consideration to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct, such as (1) Evidence of rehabilitation; (2) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling programs.

Sections 8.3 and 8.4 of this ACOP encompass the intent of the Fall River Housing Authority in screening applicants for admission to our federally subsidized housing programs. Where this policy is not clear or omits items included or contained in 24CFR Parts 5, 960 and 966 said One-Strike policy and the CFR shall apply.

8.5 INFORMAL REVIEW

A. If the Fall River Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Fall River Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within **20** business days of the denial. The Fall River Housing Authority will describe how to obtain the informal review. Failure to request an appeal within 20 business will result in the applicants removal from the waiting list. **If the rejection is caused by a Criminal Record obtained through the CORI System, the Informal Review will be held in abeyance until the criminal record is checked using the INTERSTATE IDENTIFCATION INDEX PROCEDURE shown in Section 8.3 i.e. we will obtain FBI records prior to holding the hearing to**

assure that all criminal records available are used to determine eligibility. During this process the applicant will maintain their position on the waiting list.

The informal review may be conducted by any person designated by the Fall River Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Fall River Housing Authority's decision. The Fall River Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the decision.

B. The participant family may request that the Fall River Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.
For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.
Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

C. Any contacts between the Fall River Housing Authority and the applicant will be documented in the applicant file.

D. Applicant will receive one Master Control Number unless they submit a second application on a different date.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be nearing the top of the waiting list, the family will be invited to an orientation meeting and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Fall River Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.4 PURGING THE WAITING LIST

The Fall River Housing Authority will update and purge its waiting list **every three years** to ensure that the pool of applicants reasonably represents the interested families for whom the Fall River Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Fall River Housing Authority will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or fails to attend a scheduled briefing/orientation.

C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

The Fall River Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than three opportunities will be given for good cause. When good cause exists for missing an appointment, the Fall River Housing Authority will work closely with the family to find a more suitable time. Applicants will be dropped from the waiting list after missing 4 appointments. Applicants will be offered the right to an informal review of the Authority's decision to drop them from the list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Fall River Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Fall River Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Fall River Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application. This paragraph will not apply to applicants that do not respond to correspondence from the FRHA. Failure to respond will result in removal from the list without any further correspondence.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The HA uses these Local Preferences, which are weighted highest to lowest in the following order, reflect priorities by need as well as local concerns, and require verification at the time of offer:

1. Emergency Cases - applicants displaced by Fire, Natural Disaster, or Government action, including applicants in units determined to be uninhabitable by competent local authority shall be housed as an emergency case. Applicants granted emergency status will be housed in the next available unit appropriate for the family size. This will include families being displaced to the presence of Lead Paint that has been determined to be hazardous to a young child. Fall River Residents will be chosen before non-Fall River Residents within this category. This preference

also includes tenants displaced from developments being modernized or demolished by the FRHA **as well as FRHA Public Housing Residents being relocated due to witness protection requests received from appropriate city, county, state or federal law enforcement officials.**

2. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works or has been hired to work, or is attending an educational or training program full-time in the City of Fall River, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months.

3. Working/Educational/Training preference for (a) families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months, (b) families with at least one adult who is a full-time participant in an educational or training program designed to prepare the individual for the job market. Pursuant to 24CFR960.206(b)(2) this preference shall also be available to families in which the head and spouse or sole member, are age 62 or older or is a person with disabilities.

4. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

5. All other applicants

Veteran's preference – Applicants that meet the criteria to be considered a Veteran will be placed within the preference category that they are entitled to and will be selected first within that preference category i.e. they will be given a priority within the preference.

Veteran: is any person, who served honorably on active duty in the armed forces of the United States. (Discharges marked GENERAL AND UNDER HONORABLE CONDITIONS also qualify.)

Administrative Transfers will be made after emergency cases

The current (effective **12/1/2011**) definition of extremely low income limits (30%) are as follows;

Number of People	**Income**
1 person	**$15,900**
2 people	**$18,250**
3 people	**$20,450**
4 people	**$22,700**
5 people	**$24,550**

6 people	**$26,350**
7 people	**$28,150**
8 people	**$30,000**

Families selected from the waiting list will be selected in such a manner as to assure that not less than 40% of all admissions are from families meeting the definition of extremely low income. The FRHA will analyze the selections on a quarterly basis and select applicants according to the preference categories shown above but skip applicants over these income limits until we have reached the 40% goal.

The preference system incorporated in this section is intended to be simple in nature in that each preference is separate from any other. Each preference stands on its own and no benefit occurs from qualifying for multiple preferences.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Not withstanding the above, families who are elderly, disabled, near elderly, or displaced will be offered housing before other single persons. Single persons will not be selected until they are the only ones on the list, with the exception of a single working PERSON who is an FRHA overhoused tenant and is left as head of household.

For every ***10*** selected applicants receiving local preference, one applicant not receiving any subsidy of any kind nor residing in the city of Fall River will be selected.

Buildings Designed for the Elderly and Disabled (Cardinal Medeiros Towers and Barresi Heights): Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above. Disabled applicants who apply for the Cardinal Medeiros Towers/**Barresi Heights** and are 40 years of age or older will automatically be allowed to file for the one bedroom apartments. They will only be on the studio list if they so choose. Due to a lack of demand for the units and the soaring vacancy rate at Cardinal Medeiros Towers/**Barresi Heights** we will offer units to single people not meeting the criteria outlined above. Single people will be placed on the Cardinal Medeiros Towers/**Barresi Heights** waiting list and selected based on date and time of application. In order to assure that the needs of elderly and disabled families are met we will offer at least 50% of the vacancies to elderly and disabled families on the Cardinal Medeiros Towers/**Barresi Heights**, provided that sufficient elderly and disabled are on the list.

Buildings Designated as Elderly Only Housing: Cottell Heights, Mitchell Heights, Holmes Apartments, O'Brien Apartments, Oak Village, Oliveira Apartments, **Doolan Apartments and Bates & Tower Apartments** have been approved by HUD as being designated for elderly only. In filling vacancies in these developments, first priority will be given to elderly families.(62 years and older) If there are no elderly families on the list, next priority will be given to the near-elderly.(55 to 61 years old) Using these priorities, families will be selected from the waiting list using the preferences as outlined above. All residents of the household must be at least 55 years of age to be placed in a development designated as Elderly Only**.**

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

Informal Review: If the Fall River Housing Authority determines that an applicant does not meet the criteria for receiving a public housing preference, the Fall River Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Fall River Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Fall River Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Fall River Housing Authority's decision. The Fall River Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.
In determining bedroom size, the Fall River Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care. The FRHA will assign the required bedroom size to the parent who has custody of the minor children 183 days per year.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex will share a bedroom unless there is a significant difference in age as determined by the FRHA.

B. Children of the opposite sex, both under the age of four (4) will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Fall River Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one (1) year or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Fall River Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The Fall River Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Fall River Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Fall River Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in Appendix 1.

10.5 DECONCENTRATION INCENTIVES

The Fall River Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the Fall River Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal. Reference to deconcentration will only occur when our analysis shows that actions are necessary to overcome concentration of families based on income

The Fall River Housing Authority will contact the family by telephone or first class mail to make an offer. The family will be given five (5) business days from the date the letter was mailed to contact the Fall River Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Fall River Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the Fall River Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Fall River Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their original control number and their preferences, (with the exception of emergency preference, if the unit is refused by a local or non local applicant they will forfeit the emergency preference. The local applicant if so qualified will be relisted to local preference). The date and time of application will be changed to the date and time the unit was rejected. Elderly applicants will not be relisted until their third refusal of an elderly unit.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease the head or co-head will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process. The family is required to submit a receipt from a licensed pest control firm confirming that their goods have been exterminated prior to the execution of the lease.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Fall River Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Fall River Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Fall River Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any

withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes 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. For Real Estate the Interest imputed will be based on the Real Estate's Appraised Value for Real Estate Tax and using the current HUD promulgated passbook savings rate.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

   a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
   b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a generally applicable time limit, the reduced amount is the amount that shall be counted as income.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. 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);

C. 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;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. 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 a family member 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;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. 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;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

i. Is authorized by a Federal, State or local law;
ii. Is funded by the Federal, State or local government;
iii. Is operated or administered by a public agency; and
iv. Has as its objective to assist participants in acquiring employment skills.

b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

c. Families who are or were, within 6 months, assisted under a State TANF program.

11 Incremental earnings for the subsequent 12-month period will be included at 50% of the income.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this

paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. 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;

14. 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; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

    i. Amount of scholarships awarded under Title IV including Work Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the Americorps Program

The Fall River Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

The Fall River Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. To verify age and place of birth, a birth certificate, citizenship papers or baptismal papers will be requested**.** For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Fall River Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Fall River Housing Authority may accept documentation received from the applicant/tenant. Hand-carried documentation may be accepted if the Fall River Housing Authority has been unable to obtain third party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Fall River Housing Authority may accept a notarized statement signed under the pains

and penalties of perjury by the head, spouse or co-head. Such documents will be maintained in the file.

The FRHA may also require that an applicant or resident execute IRS Form 4506 - Request for Copy of A Tax Return where it has reason to believe that this is the most advantageous way to obtain the required income verification.

If an applicant or tenant claims to have "no-income" the FRHA will require that a sworn affidavit be submitted to the FRHA. This requirement may be extended to include other agencies where appropriate.

If the FRHA has reason to believe that the applicant's significant other or other person is residing with the applicant the FRHA will require documentation of the person's true residence.

If an applicant claims status under the Violence Against Womens Act, they are required to provide appropriate verifications. To verify abuse status, VAWA adds a new section 6(u) of the act that provides for a certification by the individual of his or her status as a victim of domestic violence, sexual abuse, dating abuse or stalking in order to qualify for the protections implemented in the statute and provide for the confidentiality of that certification. We may request that the applicant certify via a HUD approved certification form that the applicant is a victim of domestic violence, sexual abuse, dating violence or stalking, and the incident(s) in question are bona-fide incidents of such actual or threatened abuse and meet the requirements set forth in the statute. Such certification shall include the name of the perpetrator. (This form will be requested once it has been issued by HUD).

Alternatively, an applicant claiming abuse may satisfy the certification requirements by-

1. Providing the requesting PHA with documentation signed by an employee,
   Agent volunteer of a victim's service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, sexual assault, dating violence or stalking or the effects of the abuse in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona-fide incidents of abuse, and the victim of abuse or stalking has signed or attested to the documentation.

2. Producing a Federal, State, tribal, territorial or local police or court record.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Fall River Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers,	Bills, receipts, records of

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements For checking/ savings accounts under $2,000 the value and interest may be estimated using the hand carried statements. (2)
CDS, bonds, etc	Letter from institution	Tax return, 1099's, information brochure from institution, the CD, the bond. For CD's, bonds etc. under $2,000 the value as well as the interest/dividends may be estimated using the hand carried verifications. (2)
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper, 1099's or through Internet. Dividends under $200 may be estimated using the 1099's. Under $2,000 the value and interest/dividends may be estimated using the hand carried verifications. (2)
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Cash value of life insurance policies	Letter from insurance company	Current statement. For cash values under $2,000 the hand carried documentation is sufficient. (2)
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Recent Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source. Unemployment to be verified monthly.	Award letter, letter announcing change in amount of future payments. Unemployment to be verified monthly. See note (1)
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

NOTE (1)
Third party verification of SS/SSI benefits of applicants and household members is not available. PHAs should request a current (dated within the last **90** days) SSA benefit verification letter for each household member that receives social security benefits. If the applicant and/or household member are unable to provide the requested document, ask the applicant/household member to call SSA at 1-800-772-1213 to request a benefit verification letter. The request for a benefit verification letter can also be made at the SSA Internet Website at www.ssa.gov. From the front page of the website (Social Security Online), click on *Already receiving* benefits, which is located in the center column of the page. From the right side of the page under *Things You Can Do Online*, click on *Get a "Proof of Income Letter*." Follow the instructions on the page to complete the request for a benefit verification letter. The applicant/household member should provide the POA with the original benefit verification letter. The POA should make a photocopy of the original benefit verification letter, return the original benefit verification letter to the applicant/household member, and maintain the photocopy of the benefit verification letter in the tenant file.

Note (2) It is not cost effective to spend staff time and fees to facilitate third party verifications in these cases. The cost exceeds the benefit of obtaining third party verifications.

The Housing Authority will use electronic means of verification where applicable. This includes but is not limited to the use of HUD's Upfront Income Verification (UIV) and Tenant Assessment Sub System (TASS). Other electronic verification systems will be used when available.

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID,

or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Fall River Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Fall River Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Fall River Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Fall River Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease. Children in assisted households must

provide this verification at the first regular reexamination.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Fall River Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Fall River Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for child care, 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.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

C. The welfare rent (does not currently pertain to Mass.).

The family will pay the greater of the total tenant payment or the minimum rent of $50.00, but never more than the flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent

benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Fall River Housing Authority has set the minimum rent at $50.00. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Fall River Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Fall River Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Fall River Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

If a resident fails to complete the recertification process, the Fall River Housing Authority will charge the resident the highest rent allowable for bedroom size.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;
B. The family was granted continuation of assistance before November 29, 1996;
C. The family's head or spouse has eligible immigration status; and
D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Fall River Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the

Fall River Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Fall River Housing Authority. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 PAYING RENT

Rent and other charges are due and payable on or by the seventh day of the month. All rents shall be paid via U.S. Postal Service to P.O. Box 2755. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, LHA may charge Tenant a late fee ion the amount of $25. If Tenant shows good cause for late payment to LHA and if LHA and Tenant enter a repayment agreement, LHA in its discretion may waive the interest charge. By charging interest for late payment of rent, LHA in no way excuses Tenant's breach of Tenant's obligation to pay rent, and LHA retains the rights to terminate the lease, to evict Tenant and Tenant’s household, and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $10 for processing costs.

13.7 ABSENCE DUE TO MEDICAL REASONS

A tenant may be absent from the unit for up to 180 days while receiving medical treatment for a condition that has been certified as a medical necessity by a licensed physician and the treatment will take place at a licensed medical treatment facility. Upon the expiration of

the 180 days the tenant will have been considered to have abandoned the **apartment and the** apartment will be considered vacated by the FRHA. The tenant must inform the FRHA of this treatment prior to the start of the absence from the apartment.

A tenant that qualifies for this clause may request that the FRHA recognize the need for this treatment and upon a timely move from the apartment be placed on the FRHA waiting list and upon completion of the treatment be considered as the first priority for placement at the development where they lived when they vacated.

The tenant requesting assistance under this clause must be considered a tenant in good standing to be placed on the waiting list as a priority.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program,

including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Fall River Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Fall River Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Fall River Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/2002. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination**.**

14.4 VOLUNTEER OPPORTUNITIES AND ECONOMIC SELF SUFFICIENCY

Community service includes performing work or duties in 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.

An economic self sufficiency program is one that is 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 programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Fall River Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Fall River Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after April 1, 2002 and each annual reexamination thereafter, the Fall River Housing Authority will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Fall River Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Fall River Housing Authority will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Fall River Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time

stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Fall River Housing Authority shall take action to terminate the lease.

14.8 OPPORTUNITIES TO PERFORM THE SERVICE REQUIREMENTS

The Fall River Housing Authority in conjunction with the Resident Advisory Board has determined that the FRHA and our residents will best be served if we liberally define what constitutes Community Service and Economic Self Sufficiency activities. The following partial list of activities, are suggestions only and are not meant to be all inclusive. Any activity which benefits the residents' economic self sufficiency will be accepted and any activity that reasonable provides the FRHA developments or the general public with a needed service will also be accepted. All opportunities to perform community service will be provided and performed with pride and dignity.

- GED Program
- High School completion
- ESL English as a Second Language Program
- Vocational School
- College Courses
- Participation in Foster Grandparent program
- Provide arts and crafts for elderly residents
- Provide arts and crafts for children
- Gardening around FRHA sites
- Volunteering with Food Kitchens or programs to help low income residents of Fall River
- Visit Nursing homes or Hospitals
- Run Errands for Elderly or Handicapped City residents
- Peer Leadership
- Red Cross
- Tutoring
- Volunteer participation in after school childcare program

- Working with FR Joint Tenants to educate residents on their rights and organization, as well as passing out flyers and otherwise assisting the FRJTC in its mission
- Other activities as may from time to time be added by the FRHA or agreed to with the Resident Advisory Board
- Volunteer work in the public sector
- Volunteer work in the FRHA and the FRHAJTC
- Attendance at monthly resident meetings

15.0 RECERTIFICATIONS

At least annually, the Fall River Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Fall River Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.
During the appointment, the Fall River Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Fall River Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent

C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

   1. The family's income has decreased.
   2. The family's circumstances have changed increasing their expenses for child care, 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.

F. The dates upon which the Fall River Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Fall River Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Fall River Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Fall River Housing Authority representative, they may make the selection on the form and return the form to the Fall River Housing Authority. In such case, the Fall River Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Fall River Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

C. The welfare rent (does not currently pertain to Mass.).

The family will pay the greater of the total tenant payment or the minimum rent of $50.00, but never more than the flat rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

Recertification effective dates will be the month in which the annual anniversary of the commencement of the resident's tenancy occurs. (i.e. if a resident is tenanted on January 1, the recertification effective date will be in January.) Thirty (30) days notice of any rent increase will be provided to the family.
If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.
If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income, if on flat rent, or decreases in allowable expenses between annual reexaminations.

Families will not be required to report any increase in income under l5% or $100 per month if on formula method.

Families are required to report the following changes to the Fall River Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Fall River Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. Any additional household member (18) and over is required to sign the Lease Acknowledgment Form which makes said adult household member accountable to all provisions of the lease. At the same time, if the family’s rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Fall River Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the

Fall River Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following: These objectives are not listed in strict order of preference.

A. To address emergency situations.
B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
C. To facilitate a relocation when required for modernization or other management purposes such as demolition of any subsidized housing.
D. To facilitate relocation of families with inadequate housing accommodations.
E. To provide an incentive for families to assist in meeting the Fall River Housing Authority's deconcentration goal.
F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health

condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. This includes tenants displaced due to the demolition or modernization of any subsidized housing.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Fall River Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Fall River Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 16-2 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit due within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both apartments beyond the seven (7) period listed above. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

- If the transfer is being made at the request of the FRHA and the family rejects two offers without good cause, the FRHA will take action to terminate their tenancy.

- If the reason for the transfer is that the current unit is too small to meet the Fall River Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

- **Transfers for near elderly, non-elderly Disabled individuals or single working individuals will be added to the lists based on their eligibility criteria.**

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list. They may re-apply but will no longer be considered a transfer. They will not receive any priority or preference.

16.5 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Fall River Housing Authority in the following circumstances:
A. When the transfer is needed in order to carry out rehabilitation activities; or
B. When action or inaction by the Fall River Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case

by case basis.

16.6 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Fall River Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.7 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Fall River Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Fall River Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Fall River Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later. If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

The manager of the development where the resident resides is responsible for determining whether the resident is eligible for transfer under this policy. Approved transfer requests will be forwarded to the Tenant Selection Department for processing and unit assignment.

16.8 RIGHT OF THE FALL RIVER HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

16.9 PROCEDURE FOR OVER-HOUSED FEDERAL FAMILY TRANSFERS

Managers assigned to Federal Family developments must maintain a ledger containing a list of over-housed tenants within their developments. The list must be maintained according to the date the tenant became over-housed. The tenant who

has been over-housed the longest should be first on the list. When the FRHA determines that a transfer will be made the offer will first be made to residents within the site if there are any active transfer requests for that unit size at the site. These transfers will be coordinated with the Tenant Selection Department.

An over-housed tenant that refuses a reasonable request to transfer to a unit of the appropriate size will be subject to eviction for said refusal, subject to review before the Grievance Panel if the tenant requests a hearing.

17.0 INSPECTIONS

An authorized representative of the Fall River Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Fall River Housing Authority file and a copy given to the family member. An authorized Fall River Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law.

17.1 MOVE-IN INSPECTIONS

The Fall River Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Fall River Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Fall River Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Fall River Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Fall River Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, and housekeeping inspections the Fall River Housing Authority will give the tenant at least seven (2) days written notice. Special inspections and access for modernization will require two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Fall River Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the Fall River Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Fall River Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Fall River Housing Authority to ready units more quickly for the future occupants. This inspection will be scheduled to be one week prior to the move-out

17.9 MOVE-OUT INSPECTIONS

The Fall River Housing Authority conducts the move-out inspection on the day that the tenant vacates, to assess the condition of the unit and determine responsibility for any

needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the tenant.

18.0 PET POLICY SEE SEPARATE PET POLICY

19.0 REPAYMENT AGREEMENTS

When a resident owes the Fall River Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Fall River Housing Authority allow them to enter into a Repayment Agreement. The Fall River Housing Authority has the sole discretion of whether to accept such an agreement, and the length of time allowed for Repayment Agreement is at the sole discretion of the Authority. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

The housing authority will allow repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Fall River Housing Authority after 10/1/2003 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Fall River Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. A history of late rental payments;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
D. Failure to allow inspection of the unit;
E. Failure to maintain the unit in a safe and sanitary manner;
F. Assignment or subletting of the premises;
G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
H. Destruction of property;
I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Fall River Housing Authority;
K. Non-compliance with Non-Citizen Rule requirements;
L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
M. Other good cause.

The Fall River Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONMENT

The Fall River Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The Fall River Housing Authority will seek possession of such abandoned unit through the appropriate court proceedings.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609*)*

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length, type and frequency of interaction between the persons involved in the relationship

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively

damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws 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**.**

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in 21 USC sec 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to**:**

A. A family with or without children;
B. An elderly family;
C. A near-elderly family;
D. A disabled family;
E. A displaced family;
F. The remaining member of a tenant family; and
G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Fraud: Intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Immediate family: Spouse, parent, brother, sister or child of that person, or an individual to whom that person stands in loco parentis or any other person living in the household related to that person by blood or marriage

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

A. Is determined to be essential to the care and well- being of the persons;
B. Is not obligated for the support of the persons; and
C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. 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 live-in's family members does not overcrowd the unit.

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

Verification must include the hours the care will be provided, as well as the services and time required by the family member from the live-in aide.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)
Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.
Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))
Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))
Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))
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. (24 CFR 5.504(b))
Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))
Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sexual Assault: Any conduct prescribed by chapter 109A of title 18, US code whether or not the conduct occurs in the special maritime and jurisdiction of the US or in a federal prison and includes assaults committed by offenders who are strangers to the victim or who are known or related by blood or marriage

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person. 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, member of immediate family, spouse or partner.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

a. 30% of the family’s monthly adjusted income;
b. 10% of the family’s monthly income; or
c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family’s actual housing costs, is specifically designated by such agency to meet the family’s housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Veteran: under Federal Law a VETERAN is any person, who served honorably on active duty in the armed forces of the United States. (Discharges marked GENERAL AND UNDER HONORABLE CONDITIONS also qualify.)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

APPENDIX 1

AS of 09/01/2007

Deconcentration Policy for Federal Family Developments

Pursuant to the requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) the FRHA is hereby implementing a Deconcentration Plan to assure that families with children are not concentrated in our various federally aided family developments.

We have analyzed the income levels in the affected family developments and the following information summarizes the results.

Summary of Average Family Income Levels

Location	Average Family Income	Acceptable Range (85 to 115%)
All Federal Family Sites	13,638	11,592 to 15,684
Sunset Hill	14,160	Within
Heritage Heights	11,727	Within
Diafario Village	13,161	Within
No. Rocliffe Apts	13,082	Within
Fordney Apartments	14,648	Within
Bennie Costa Plaza	14,216	Within
Riley Apartments	17,170	Above See Note Below (1)

In order to comply with the requirements of QHWRA we will adjust our Admissions and Continued Occupancy Plan to provide for the following actions:

1) All sites are within the limits as calculated pursuant to HUD regulations and therefore we not require any selection of residents based on income until the Income Levels are recomputed one year from now.

HUD has issued regulations eliminating the need for deconcentration at sites that have an average income at or below the extremely low income level.

(1) Riley Plaza is a site that potentially would be subject to the Deconcentration process since it is not within the 85 to 115% range. Riley Plaza has an average income of $17,170 per year as adjusted for Bedroom distribution. It has an average family size of 4. The Extremely Low Income Limits for a 4 person family $21,950. The average income is well below the threshold set in 24CFR903.2. i.e. the site is below the Extremely Low Income Threshhold and therefore the upper limit shall never be less than the limit at which a family would be defined as an extremely low income family under 24CFR5.603(b).

APPENDIX 2
FLAT RENTS

FAMILY DEVELOPMENTS

BEDROOMS	Sunset Hill	Heritage Heights	Diafario	Turnkeys
1BR	**$390**	**$405**	**$475**	**$475**
2BR	**$440**	**$475**	**$540**	**$540**
3BR	**$480**	**$510**	**$575**	**$575**
4BR	**$515**	**$545**	**$615**	**$615**
5BR	**$640**	**$670**	**$750**	**$750**

ELDERLY DEVELOPMENTS

BEDROOM CATEGORY	RENT
0BR	**$405**
1BR	**$510**
2BR	**$575**

Appendix 3
FALL RIVER TENANT SELECTION POLICIES
STATE AIDED DEVELOPMENTS

Selection Categories

(1) Priority Categories. The LHA shall use the following priority categories in descending order in determining the order of tenant selection:

(a) 1st Priority -Homeless due to Displacement by Natural Forces an applicant, otherwise eligible and qualified, who has been displaced by:

1. fire not due to the negligence or intentional act of applicant or a household member;

2. earthquake, flood or other natural cause; or

3. a disaster declared or otherwise formally recognized under disaster relief laws.

(b) 2nd Priority - Homeless due to Displacement by Public Action (Urban Renewal) an applicant, otherwise eligible and qualified, who will be displaced within 90 days, or has been displaced within the three years prior to application, by:

1. any low rent housing project as defined in M.G.L. c. 121B, § 1, or

2. a public slum clearance or urban renewal project initiated after January 1, 1947, or

3. other public improvement.

(c) 3rd Priority - Homeless due to Displacement by Public Action (Sanitary Code Violations) an applicant, otherwise eligible and qualified, who is being displaced, or has been displaced within 90 days prior to application, by enforcement of minimum standards of fitness for human habitation established by the State Sanitary Code (105 CMR 410.000) or local ordinances, provided that:

1. neither the applicant nor a household member has caused or substantially contributed to the cause of enforcement proceedings, and

2. the applicant has pursued available ways to remedy the situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

(d) 4th Priority - Emergency Case under the Emergency Case Plan established by the LHA pursuant to 760 CMR 5.11.

(e) 5th Priority - AHVP Participant an applicant, otherwise eligible and qualified, who is living in a non-permanent, transitional housing subsidized by the AHVP.

(f) 6th Priority - Transfer for Good Cause.

(g) 7th Priority - Standard Applicant an applicant, otherwise eligible and qualified, who does not fit within any of the previous six priority categories.

Preference Categories

(2) Preference Categories. Apart from the affirmative action preference to be applied pursuant to 760CMR 5.10(3) the LHA shall apply the following preferences in descending order within each of the priority categories in determining the order of tenant selection:

(a) Veteran - Any veteran applying for elderly/handicapped housing receives this preference if the applicant resides in the community. A veteran applying for family housing receives this preference in all c. 200 units or, if the LHA has no c. 200 units, in 20% of c. 705 units. In c. 200 and c. 705 units the order of preference is as follows:

1. veterans with service-connected disability;
2. families of deceased veterans whose death was service connected; and
3. other veterans.

(b) Local Resident. Any local resident applying for public housing receives this preference.

(c) Resident of Greater Fall River. Any resident of or person whose place of employment includes the Towns of Somerset, Swansea, Westport, Dighton, Rehoboth, Seekonk, Assonet and Freetown receives this preference.

(d) Resident of Commonwealth of Massachusetts. Any resident of or person whose place of employment is within the Commonwealth of Massachusetts.

Removal From List

(a) Applicants meeting the following criteria shall be removed from the waiting list.

(1) An applicant who fails to accept the offer of a unit within seven days or to provide such documentation within that period, shall be removed from the waiting list. After being removed from the waiting list, if the applicant files a new application with the LHA the applicant shall not be entitled to any priority or preference received on the prior application(s) for a period of three years.

(2) An applicant offered an AHVP voucher shall make a diligent search to locate an apartment within the time specified in 760 CMR 53.00. An applicant who is unsuccessful in locating a unit within such time shall lose the voucher, and the LHA shall remove the applicant from the AHVP waiting list. When an applicant is on the waiting list for elderly/handicapped housing and becomes an AHVP participant the LHA shall drop the applicant to the bottom of that waiting list.

(3) When making a transfer for good cause, the LHA shall make one written offer of a unit which is of appropriate unit size and appropriate for the tenant's documented medical needs (if any). A tenant must accept the transfer offer within seven days of the date of the offer. For good cause the LHA may extend the time for accepting the offer. A tenant who fails to accept a transfer offer of a unit of appropriate unit size within seven days shall be removed from the transfer list. After being removed from the waiting list, if the tenant files a new application with the LHA the tenant shall not be entitled to any priority or preference received on the prior application(s) for a period of three years unless there are mitigating circumstances deemed sufficient by the LHA.

(4) An applicant who accepts an offer of housing in a unit under the Fall River Housing Authority's Federal Public Housing Program, shall be removed from the waiting list. Applicants removed from the list under this provision shall be eligible to reapply after having resided in their unit for nine (9) months of any twelve-month period.

(5) An applicant who fails to respond to the FRHA's request to update and reclassify an application.

The FRHA and the RAB agreed that we would pursue the consolidation of the FRHA waiting lists. As such we will be developing a revised ACOP which will consolidate the waiting lists. The above state guidelines will be included in the ACOP and we will maintain HUD's requirements where they differ from DHCD's. We will discusss the final version with the RAB prior to implementation.

APPENDIX 4
FALL RIVER HOUSING AUTHORITY
SCREENING PROCEDURES

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, FRHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

(b) to care for and avoid damaging the unit and common areas;

(c) to use facilities and equipment in a reasonable way;

(d) to create no health, or safety hazards, and to report maintenance needs;

(e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) to comply with necessary and reasonable rules and program requirements of HUD and the FRHA.

2. How the FRHA will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with FRHA's Procedure on Applicant Screening (Suitability - Section 8.3 of our ACOP). Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will by paid by the FRHA.

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

(i) 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;
(ii) Adversely affect the physical environment or financial stability of the project;

(iii) Violate the terms and conditions of the lease;
(iv) Require services from FRHA staff that would alter the fundamental nature of FRHA's program.

(c) FRHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

(d) FRHA will complete a credit check and a rental history check on all applicants.

(e) Payment of funds owed to FRHA or any other housing authority is part of the screening evaluation. FRHA will reject an applicant for unpaid balances owed FRHA by the applicant for any program that FRHA operates.

(f) FRHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the FRHA rejects an applicant on the basis of criminal history, the FRHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

(g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the FRHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

(h) FRHA may complete a home visit on applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.

(i) Housekeeping criteria to be checked shall include, but not be limited to:

Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);

Cleanliness in each room; and

General care of appliances, fixtures, windows, doors and cabinets.

Other FRHA lease compliance criteria will also be checked, such as:

Evidence of destruction of property;
Unauthorized occupants;

Evidence of criminal activity; and

Conditions inconsistent with application information.

All applicants shall have at least two days' advance written notice of Home Visits.

(j) All applicants may be asked to attend and complete FRHA's Pre-Occupancy Orientation.

(k) FRHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':

• Past performance in meeting financial obligations, especially rent and utility bills.

• Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.

• History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

- FRHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;

- FRHA may, if a statute requires that the FRHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

• A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

• An applicant's ability and willingness to comply with the terms of FRHA's lease.

(l) The FRHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:

• The FRHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the FRHA may admit the household if the FRHA determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the FRHA, or
- The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

• The FRHA is required to reject the application of a household if the FRHA determines that:

- Any household member is currently engaging in illegal use of a drug xv; or

- The FRHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or

- Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or

- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or

- Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents xvi.

(m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(n) Applicants must be able to demonstrate the ability and willingness to comply with the

terms of FRHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.xvii Availability of assistance is subject to verification by FRHA.

3. Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, FRHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

(b) Mitigating circumstances are facts relating to the applicant's negative rental history or For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior behavior, that, when verified, indicate: (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** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

(c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, FRHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. FRHA shall also have the right to request further information 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.

(d) Examples of mitigating circumstances might include:

(i) Evidence of successful rehabilitation;
(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. FRHA will consider such circumstances in light of:

(i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
(ii) the applicant's overall performance with respect to all the screening requirements; and

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:
(i) Eligibility of the applicant as a family;
(ii) Eligibility of the applicant with respect to income limits for admission;
(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status;
(iv) Unit size required for and selected by the family;
(v) Preference category (if any) to which the family is entitled; and
(vi) Qualification of the applicant with respect to the Selection Criteria.

(b) Qualified families will be notified by FRHA of the approximate date of admission insofar as that date can be determined, however the date stated by FRHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

(c) Unqualified applicants will be promptly notified by a Notice of Rejection from PHA, stating the basis for such determination and offering an opportunity for informal hearing. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

(d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

The following One Strike Policy of the FRHA shall prevail in any interpretation of this policy.

RESOLUTION NO. 101

BE IT RESOLVED BY THE MEMBERS OF THE FALL RIVER HOUSING AUTHORITY:

27

That the Board of Commissioners of the Fall River Housing Authority hereby adopts the following policies in connection with the Public Housing Management Assessment Program (PHMAP), in accordance with Indicator Number 8 in the PHMAP process relative to Security as all individuals have the right to live in peace and be free from fear, intimidation and abuse; and because of the extraordinary demand for affordable rental housing, public and assisted housing should be reserved to responsible individuals.

Prevention through Screening - The Board of Commissioners hereby adopts the policy of requiring the screening of all applicants for Fall River Housing Authority Federally Aided Housing Programs. Admission will be denied to all applicants who fall the following:

a. A CORI (Criminal Offender Record Information) check will be performed on all applicants and household members who are eighteen (18) years of age or older.

b. Where necessary and appropriate, the Fall River Housing Authority will perform criminal background checks utilizing NCIC (National Criminal Information Center) information available to Public Housing Authorities.

c. Any criminal activity reported that includes crimes to persons or property and other criminal acts, which, if exhibited while a resident of public housing, would adversely affect the life, health, safety, security, welfare, or peaceful enjoyment of other tenants or adversely affect the physical environment of the residence, community or Fall River Housing Authority personnel. Any drug-related activity which causes the Fall River Housing Authority to reasonably believe that the applicant or household member is illegally using, selling or possessing, shall be automatic grounds for rejection of the applicant.

d. All applicants and any household members eighteen (18) years of age or older that have been evicted from public housing or assisted housing under the United States Housing Act of 1937 within the last three (3) years for drug-related criminal activity will be rejected for occupancy.

e. Evidence of the completion of a rehabilitation program may be considered by the Fall River Housing Authority in determining eligibility.

f. Landlord references will be obtained to determine if the applicant exhibits activity which is conducive to that of a public housing residency. Factors to be considered are:

   1. Applicants that caused disturbances in a prior residence.
   2. Applicant has caused damage or destruction of property to a prior residence.
   3. Applicant has had poor housekeeping at a prior residence.
   4. Applicant has a history of non payment of rent.
   5. Applicant has a history of failing to meet lease terms.

g. If after performing new background checks of applicants, the Fall River Housing Authority reasonably believes that the applicant or household member has a history of alcohol abuse which would interfere with the health, safety or right of peaceful enjoyment of the premises by other residents, the Fall River Housing Authority will reject said applicant for public housing.

h. The Fall River Housing Authority may perform any such credit or tenant history checks that it believes will yield it information on the proposed tenancy of the applicant.

Enforcement of Lease – The Board of Commissioners hereby adopts the policy that the following is to be considered as grounds for the termination of a tenant:

a. The Fall River Housing Authority has reasonable cause to believe that the resident engages in drug related criminal activity (42 USC 1437d(l)) on or off the premises not just near or on the premises;

b. The Fall River Housing Authority has reasonable cause to believe that the resident engages in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Fall River Housing Authority personnel; and

c. The Fall River Housing Authority has reasonable cause to believe that the resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or Fall River Housing Authority personnel.

Tracking of Crime – The Board of Commissioners hereby adopts the policy requiring the Fall River Housing Authority to track crime and crime-related problems in its developments and will track and report incidents of crime to the local police authorities to improve law enforcement and crime prevention. (The Fall River Police Department is currently tracking all crime in our developments and management meets monthly with the Fall River Police Department to report any incidents of crime to the Fall River Police Department.)

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Voucher Program, are described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

A. LOCAL OBJECTIVES

The overall plan for the Section 8 Program is designed to achieve three major objectives:

1. To provide improved living conditions and decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

2. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

3. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

C. FAIR HOUSING POLICY/VIOLENCE AGAINST WOMEN [24 CFR 982.54(d)(6)]

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

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all

applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

The Fall River Housing Authority has adopted and is implementing the provisions of the Violence Against Women Act of 2005. The policies and procedures adopted by the Authority are contained in our Violence Against Women Policies and Procedures and attached by reference to this Plan.

D. SERVICE POLICY /ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA 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.

The HA'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 HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.

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

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

Verification of a Request for Accommodation

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

The Housing Authority utilizes organizations which provide assistance for hearing- and sight- impaired persons when needed.

A list of available accessible units will be maintained by the HA.

E. TRANSLATIONS OF DOCUMENTS

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

Number of applicants and participants who do not speak English and speak the other language.

Cost of translation into the other language per/client who speaks the language.

Evaluation of the need for translation by agencies that work with the non-English speaking clients.

The availability of organizations to translate documents, letters and forms for non-English speaking families.

Availability of bilingual staff to explain untranslated documents to clients.

F. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The HA may also utilize public service announcements.

The HA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

G. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The HA maintains a list of interested landlords & list of units available for the Section 8 Program and updates this list regularly. When listings from owners are received, they will be compiled by the HA staff by date of availability.

The Housing Authority will actively recruit suburban property owners and when available grant exception rents for accessible and suburban properties.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The HA periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

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

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

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only to be accessed by authorized staff. The staff person who is utilizing a file is responsible for its security. Files will never be left unattended or placed in common areas.

HA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

I. EQUAL EMPLOYMENT OPPORTUNITY

The HA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in agencies, media offering services to minority groups. The HA's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All HA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

K. JURISDICTION

The jurisdiction of the HA is the City of Fall River.

L. MONITORING PROGRAM PERFORMANCE

Reports will be maintained for:

Monitoring funding availability, to ensure the HA is at maximum lease-up but not over leased

Tracking outstanding Vouchers for expiration

Timeliness of annual activities
Numbers of failed inspections and abatements

Claim payments made

Number and reason for moves and terminations of assistance.

Number of new vouchers issued

Repayment of amounts owed the HA

In order to ensure quality control, supervisory staff audits the following functions:

5% of reexaminations
100% of new applications
5% of the HQS inspections completed by each inspector
100% of claims processed

M. TERMINOLOGY

The Fall River Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relation to landlords. "Landlord" and "owner" are used interchangeably.

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

"New Rule" refers to the HUD Occupancy Regulations effective 10/2/95. "Old Rule" refers to the Regulations that were superseded on that date.

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

The Section 8 programs are also known as the Voucher program.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the HA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See Chapter 15, "Denial or Termination of Assistance."

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA 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 the HA pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HA.

The HUD eligibility criteria are:

An applicant must be a "family"
An applicant must be within the appropriate Income Limits
An applicant must furnish Social Security Numbers
An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for issuance of a Voucher.

Eligibility factors will be verified prior to the family being offered Section 8 assistance.

A. FAMILY COMPOSITION [24 CFR 982.54(d)(4)(i)]

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

A group of persons consisting of one or more elderly or disabled persons living with one or more live-in aides is a family.

A "family" includes a family with a child or children.

Two or more persons sharing residency whose income and resources are available to meet the family's needs AND who are (a) either related by blood, marriage, or operation of law, or (b) who have evidenced a stable family relationship are considered a family.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members. The FRHA shall consider the facts of each individual situation in determining if an absence is temporary.

A single person may be:

An elderly person
A displaced person
A person with a disability
Any "other single" person who is not age 62 or older, disabled, displaced, or the remaining member of a tenant family. However, in no event may any single person be provided with a Voucher of two bedrooms or more.

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.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

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.

Live-In Attendants

A Family may include a live-in aide who:

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

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 treated differently than family members:

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

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

3. 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 live-in's family members does not overcrowd the unit.

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

Verification must include the hours the care will be provided, as well as the services and time required by the family member from the live-in aide.

The HA has the right to disapprove a person selected by the family to serve as live-in aide based on the "Other Criteria for Eligibility" described in this Chapter (Section E).

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.

2. Which family unit retains the children or any disabled or elderly members.

3. Restrictions that were in place at the time the family applied.

4. Role of domestic violence in the split.

5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

Multiple Families in the Same Household

When families apply which 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. Any split will result in application of the procedures listed above under "Split Households".

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 or Section 8 program 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.

B. INCOME LIMITATIONS [24 CFR 813.106, 982.201 (b) (d), 982.54(d)(4)(ii)]

In order to be eligible for assistance, an applicant must be either:

A very low-income family; or

A low-income family in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 60 days of voucher issuance. Programs include public housing, all Section 8 programs, and all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a home ownership program under 24 CFR 248.173.

A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

To determine if the family is income-eligible, the HA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction HA’s: The applicable income limit to be used at initial issuance of a voucher is the income limit of the HA.

Multi jurisdictional HAs: The applicable income limit used for initial issuance of a voucher is the highest income limit with the HA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HA if they are to receive the alternate form of assistance.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 750.10 (a-f)]

Families are required to provide verification of Social Security Numbers for all family members to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program. HUD’s Refinement of Income and Rent Rule will be used to enforce this section.

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

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR 812.5]

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 assistance will be prorated and that they may request a hearing if they contest this determination.

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

Non-citizen students defined by HUD in the non citizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. OTHER CRITERIA FOR ADMISSION [24 CFR 982.552 (c)]

The HA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program. (Further clarification on causes for denial are outlined in Chapter 15 of this Plan.)

1. The Family must have not have violated any family obligation during a previous participation in the Section 8 program.

When the HA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

An exception may be granted at the discretion of the HA if the family member who violated the family obligation is not a current member of the household on the application, and the remaining family members were not responsible for or a party to the violation.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

3. Family must not have violated the requirements under the family's Contract of Participation in the Family Self Sufficiency Program without good cause.

4. Family must have paid any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program.

No Repayment Agreement will be accepted.

At the time of initial application, the family must pay any such debts in full in order to be placed on the waiting list.

The HA reserves the right, in the case of extreme hardship, to offer or amend a Repayment Agreement in accordance with its procedures. Full documentation of the hardship will be required. In no case will the debt be forgiven.

6. No member of the family may have engaged in drug related or violent criminal activity. Activity may include arrests, convictions or other credible preponderance of evidence that such activity has occurred.

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

The HA will check criminal history for all applicants/adults in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity. This includes residents that are porting into Fall River.

The HA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In this screening of applicants, the HA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided. The HA will check both the Massachusetts Sex Offenders Registry Board as well as a check with the Dru Sjodin National Sex Offender Public Website (NSOPW), coordinated by the U.S. Department of Justice.

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

7. No family member may have engaged in serious or repeated lease violations while a resident of public housing.

8. No family member may have engaged in or threatened abusive or violent behavior toward HA personnel.

9. Families must not supply false, inaccurate or incomplete information on any application for federal housing programs, including public housing and Section 8 Existing.

Appendix 5 to this ACOP encompasses the intent of the Fall River Housing Authority in screening applicants for admission to our federally subsidized housing programs. Where this policy is not clear or omits items included in this policy or contained in 24CFR Parts 5 and 982 said One-Strike policy and the CFR shall apply.

F. SUITABILITY OF FAMILY [24 CFR 982.202 (b) (1)]

The HA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

The HA will advise families how to file a complaint if they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint. The HA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between final eligibility determination and executed Contract date will affect eligibility and/or level of benefits for the Section 8 Programs. Consequently, families are required to report changes

in family circumstances within five business days to the HA. If an applicant family is no longer eligible, they will be notified of the ineligible status in writing, and an informal review will be offered consistent with procedures outlined in this plan.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non citizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

I. HOUSING AUTHORITY DISCRETION

The HA at all times shall reserve the right to exercise its judgment regarding denial of assistance on a case by case basis for any of the listed circumstances described in this Chapter. The HA may also opt to enter into a probationary agreement with an applicant family or participant if it is felt to be in the best interest of the HA.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HA 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 the HA 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 Plan.

A. APPLICATION TAKING

The Fall River Housing Authority has elected to utilize the MassNAHRO's Centralized Application and Waiting List process. Over the past few years, the Department of Housing and Urban Development has encouraged the use of a Centralized Waiting List by Public Housing Authorities.

After initial implementation of the Centralized Waiting list applications will be accepted at all times i.e. the list will remain open. The FRHA may however determine that application taking will be suspended pursuant to section B below.

It is anticipated that a Centralized Section 8 Waiting List will afford the Fall River Housing Authority and its clients the following benefits:

1. Ease of application process for participants who may apply at the office of any Housing Authority participating in the centralized waiting list option.

2. Eliminate the procedural hardship on families and administrative burden to the Housing Authority of closing and opening of the Section 8 Waiting List. The Centralized Section 8 Waiting List will be maintained as an open waiting list.

3. Increase housing opportunities for families who now have the potential option of placement at a number of locations throughout the Commonwealth through the submission of a single application.

A single, standardized Preliminary Application is available at each participating Housing Authority. A master list of all participating Housing Authorities will be maintained at the office of the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials (hereinafter MassNAHRO) and at each participating Housing Authority. Only one application will be accepted for each Head of Household.

The Preliminary Application will request information as required to administer the Section 8 Housing Choice Voucher Program such as: name and city or town (where Head of Household and spouse live and work), telephone number, total number of family members, Head of Household's social security number, if client is 62 years of age or older or disabled, total gross family income, race, and ethnicity. Information regarding preferences adopted by participating

Housing Authorities will also be elicited on this application.

The Housing Authorities collectively reserve the right to modify the application to include other information required or useful to administer the Section 8 Housing Choice Voucher Program. All participating Housing Authorities must agree to adopt said modification to the application in advance to such modification.
Applications will be available for completion at the Fall River Housing Authority in person between the hours of 9:00 am and 4:00 pm on Mondays through Fridays, and maybe mailed or faxed.

Upon completion of the application it shall be marked by the Housing Authority staff with date and the time of submission and the family shall be provided with a standard receipt evidencing submission of the application.

The Fall River Housing Authority will then enter the information from the Preliminary Application into the Centralized Waiting List.

Families who wish to apply for any of the HA'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.

Applications will be mailed to interested families upon request in exceptional cases. Handicapped/disabled individuals will be included in this category.

The HA will accept as written verification of an applicants disability the following items;

1. Documents showing that the applicant is currently receiving Supplemental Security Income (SSI) for a disability.
2. Documents showing that the applicant is currently receiving Social Security Disability Income (SSDI)
3. Documents showing that the applicant is currently receiving Emergency Aid to Elderly Disabled and Children (EAEDC).
4. Other form of payment based on disability.
5. Verification of disability by a third party professional (doctor, therapist or case worker). This verification will require only a Yes or No as to whether the applicant is disabled.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

The waiting list will remain open for a minimum of 2 days. Applications requested during this 2 day period must be returned to the HA within 2 weeks of the application opening.

B. OPENING/CLOSING OF APPLICATION TAKING

The HA will utilize the following procedures for opening the waiting list:

When the HA opens the waiting list, the HA may advertise through public notice in the Fall River Herald News, New Bedford Standard Times, O'Journal, and other local service organizations, disability organizations, local radio, and local TV with closed captions advertisements if available at said TV station.

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 public housing residents must submit a separate application if they want to apply for Section 8.

Limitations, if any, on who may apply.

These notices will be completed at least one week prior to the reopening of applications.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HA 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 may 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

Suspension of application taking is announced in the same way as opening the waiting list and may be accomplished by announcing the time periods when application taking is opened. That is we will announce the time period during which applications will be accepted. As stated earlier in this plan, we anticipate that the list will remain open upon our joining the MassNAHRO Centralized Waiting List. Should we need to suspend application taking this paragraph will be the basis for the closing.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. The HA will give at least three days notice prior to closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by separating the new applicants into groups based on preferences and ranking applicants within each group via a random selection process.

The random selection process will be administered by MassNAHRO and will be performed for all applications received during the initial opening period. Upon completion of the initial opening period all applications will placed on the centralized waiting list based on the date and time of application.

When new applicants are added to the waiting list we will perform the random drawing as detailed above. Those added via this method will be placed on the waiting list after those remaining on the list. That is those already on the list will not lose their position.

Limits on Who May Apply

When the waiting list is open any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

C. "INITIAL" APPLICATION PROCEDURES

The HA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by staff.

The purpose of the pre-application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application may contain questions designed to obtain the following information:

Names and age of all members

Gender and relationship of all members

Street Address and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Arrests/Convictions for Drug Related or Violent Criminal Activity

Request for Specific Accommodation needed to fully utilize program and services

Previous address

Current and previous landlords' names and addresses

Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Ineligible families will not be placed on the waiting list.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the HA in writing within 10 business days of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

A family may update its application (i.e. change of address) for Section 8 Assistance at the office of any Housing Authority participating in the Centralized application process regardless of where the original application was submitted. To update the application a written request must be submitted by the family. A receipt will be provided to the family as evidence of said update. The Housing Authority who receives the updated information will give the family a receipt indicating that the family had submitted the update.

If determined necessary by MassNAHRO, on an annual basis, MassNAHRO may send a letter to each applicant on the Centralized Section 8 Waiting List. This letter will be sent to the address on the Section 8 preliminary Application or on any written change of status request that was completed and sent to a participating Housing Authority. Applicants will be requested to respond to the mailing within a time parameter set forth in the letter and the letter shall indicate that failure to respond will result in the removal of his/her name from the Centralized Section 8 Waiting List. In the event that the applicant does not respond within the applicable time parameter, his/her name shall be removed from the Centralized Section 8 Waiting List.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals"

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing, in an accessible format upon request as a reasonable accommodation. The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and additional funding.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail

If the family is determined to be ineligible based on the information provided in the pre- application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

If a family is denied assistance by the Fall River Housing Authority, they will have the right to the grievance procedures set forth in the Fall River Housing Authority's Administrative Plan. After such time expires to request an informal hearing or a hearing is held and the decision is upheld, the family will be denied participation in the Section 8 Program by the Housing Authority making the determination. The family's name will not be removed by the Fall River Housing Authority from the Centralized Section 8 Waiting List because the family may be eligible under another participating Housing Authority's policies. However, the family will not be again selected by the Fall River Housing Authority unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

Applicants wishing to verify their status on the Section 8 Centralized Waiting List must request the information in writing. The FRHA will respond in writing.

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference- determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

A pool of completed eligible applicant files may be maintained to minimize delays in admissions when funding becomes available. However, families are still offered vouchers in the waiting list sequence.

F. COMPLETION OF A FULL APPLICATION

All Preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list, and prior to completing the full application

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.

After the preference is verified, when the HA is ready to select applicants, applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HA staff to review the information on the full application form.

The applicant will sign and certify that all information is complete and accurate.

The full application may be mailed as an accommodation to a person with a disability in advance to complete when the applicant attends the interview.

Requirement to Attend Interview

Further, if the family does not respond to a letter sent by a participating Housing Authority to attend an eligibility determination appointment or to otherwise respond to the Housing Authority, the Housing Authority who requested said response may remove the family's name from the Centralized Section 8 Waiting List. The manner and grounds for said removal shall be governed by the Administrative Plan for the Housing Authority making said removal.

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

All adult family members and emancipated minors must attend the interview appointment and certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the HA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than 2 days from the original appointment date. The request must be made to the staff person who scheduled the appointment or her/his supervisor if the person is not available.

Reasonable accommodation may 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 review. (See Chapter 19, "Complaints and Appeals.")

All adult members and emancipated minors must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the HA, the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, criminal history, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of voucher issuance.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 calendar days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, the HA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. APPLICATION POOL

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. Applications equal in preference will be maintained by random selection process as described on page 3-2.

3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

B. WAITING LIST PREFERENCES

The HA will apply a system of preferences. All applications will be ordered by highest to lowest preference status, with applications assigned only the highest preference for which they appear to qualify. Among applicants with equal preference status, the waiting list will be organized by random selection process described on page 3-2.

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The HA may grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

Types of Applicants With Preference Over "Other Singles":

Elderly, disabled and involuntarily displaced singles will be given a selection priority over all "Other Single" applicants regardless of preference status. Single persons will not be selected until they are the only ones on the list.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with the random selection process described in this plan, but cannot be selected for assistance before any elderly, disabled or involuntarily displaced single regardless of any preferences.

C. LOCAL PREFERENCES

The HA uses these Local Preferences, which are weighted highest to lowest in the following order, reflect priorities by need as well as local concerns, and require verification at the time of offer:

1. Resident of the City of Fall River paying forty percent (40%) or more of their adjusted income for rent. This also includes the applicants on the Centralized Waiting List at showing a Rent Burden of 50%.

2. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works or has been hired to work, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months. No applicant living in a Federally subsidized Public Housing Project will be denied this preference. This includes applicants that show Fall River as their residence or place of employment as being the City of Fall River.

3. Working preference for (a) families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months. Pursuant to 24CFR982.207(b)(2) this preference shall also be available to families in which the head and spouse or sole member, are age 62 or older or is a person with disabilities.

4. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

5. Disabled/handicapped families under the age of 62. (The HA will select 15% of those receiving assistance from this category. This 15% includes those disabled/handicapped families under the age of 62 that are selected under preferences 1, 2 3 or 4). The intent of this preference is to assure that 15 percent of those selected are handicapped/

6. All other families subject to the income limits of the program.

7. Families at or below 30% of the current income limits as published by HUD.

The current income limits at 30% are as follows;

Effective 12/1/2011

Number of People	**Income**
1 person	**$15,900**
2 people	**$18,250**
3 people	**$20,450**
4 people	**$22,700**
5 people	**$24,550**
6 people	**$26,350**
7 people	**$28,150**
8 people	**$30,000**

Families within preferences will be selected in such a manner that not less than 75% of selected applicants fall within this category.

D. EXCEPTIONS FOR SPECIAL ADMISSIONS

If the FRHA develops a program that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD/FRHA/DHCD for families living in a specified unit:

1. A family displaced because of demolition, disposition, discontinuation or loss of funding of a federal or state public housing project or program;

2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;

5. A non-purchasing family residing in a HOPE 2 project; and

6. **A eligible family residing in a unit that is being Project Based pursuant to Appendix 3 of this plan. (See Appendix 3 Section M.**

E. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The HA has no "Targeted" Programs at present.

F. PREFERENCE ELIGIBILITY

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 the HA in writing when their circumstances change, including any change of address.

Cross-Listing of Public Housing and Section 8

The HA 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 HA 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, the HA must offer to place the family on the public housing waiting list.

G. ORDER OF SELECTION

The order of selection is based on random selection method described on Page 15.

It is a HUD requirement that elderly and disabled families and displaced singles will always be selected before other singles.

H. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HA will obtain necessary verifications of preference at the interview and by third party verification.

I. PREFERENCE DENIAL

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. If the preference denial is upheld as a result of the review, 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.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

J. REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from the HA within the time frame indicated, they will be removed from the waiting list. An extension may be considered an accommodation if requested in advance by a person with a disability. 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 a letter is returned with a forwarding address, it will be re- mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless family/health/work emergency is verified by the HA.

The waiting list will be purged 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.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

A. DETERMINING VOUCHER SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The HA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

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

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Persons of different generations, unrelated adults and persons of the opposite sex (other than adults who have a spousal-type relationship, and children under two years of age) may be allocated a separate bedroom depending on circumstances.

Applicants/participants may be determined to be active foster care parents and eligible for one additional bedroom over and above HA policy guidelines if they have a valid foster care license and if it is determined and verified that current or proposed placement will be of at least a six month duration.

Space may be provided for a child who is temporarily absent by being away at school but who resides with the family during school recesses.

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 one bedroom.

Unborn children of a single pregnant woman with no other children will be included in the size of the household.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household Minimum #	Persons in Household Maximum #
0 Bedrooms	1	1
1 Bedrooms	1	2
2 Bedrooms	2	4
3 Bedrooms	4	6
4 Bedrooms	6	8
5 Bedrooms	8	10
6 Bedrooms	10	12

The bedroom standards were changed effective may 31, 2004. This change will affect all new participants and will affect existing participants when they move from their current unit.

B. CHANGES IN VOUCHER SIZE

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 calendar days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

The HA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

HA shall grant exceptions from the standards if the family requests and the HA determines the exceptions are justified by the health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason.

Elderly persons or persons with disabilities who may require a live-in attendant.

Requests based on health-related reasons must be verified by a medical professional.

If the HA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. 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 the HA within 5 business days.

Requests for Exception to Subsidy Standards for Participants

The HA may grant an exception upon request as an accommodation for persons with disabilities.

When a change in family composition requires the issuance of another size Voucher, and funds are not available for the program in which the family is assisted, the family may be issued the other form of assistance if funds are available.

The HA will not issue a larger size Voucher due to additions to the family other than by birth, adoption, marriage, or court-awarded custody.

Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase in family size, the HA will issue a new voucher and assist the family in locating a suitable unit.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. There are three criteria to consider:

1. Rent Limitation: The HA uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, when a family selects a unit that has fewer bedrooms than authorized on the voucher.

3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Bedroom Size	Maximum # of Persons in Household
0 Bedrooms	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

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 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this Chapter address those areas which allow the HA 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. INCOME AND ALLOWANCES

Income: The types of money which 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 counted.

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 which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.
Adjusted Income is defined as the Annual income minus any HUD 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 for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for "elderly" families.

4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work or attend school.

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.

"Minimum Rent" and Minimum Family Contribution.

"Minimum rent" in the voucher program is $50. Minimum rent includes the combined amount (TTP) a family pays towards rent and/or utilities.

Minimum family contribution in the voucher program is $50.

The Fall River Housing Authority has set the minimum rent at $50.00. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the

family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;

2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

5. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

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 household to report changes in family composition. The HA will evaluate absences from the unit using 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, the HA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 14 consecutive days.

If the family is fails to notify the HA of an absence of longer than 14 consecutive days, or if the entire family is absent from the unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. The HA at all times shall reserve the right to exercise its judgment regarding extensions on family absence from the unit on a case-by-case basis. However, HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit, and the unit has not been vacated.
In order to determine if the family is absent from the unit, the HA may:

Write letters to the family at the unit
Telephone the family at the unit
Interview the landlord
Interview neighbors
Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA 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 he/she is away from the unit for 6 consecutive months 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, the HA 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.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 6 consecutive months. These are maximum time limits and shall not be considered as routinely acceptable time periods. Absences of members as addressed in previous pages applies.

The HA will determine if the reason for any family member's incarceration is for drug-related or violent criminal activity and will pursue termination of assistance for the family if deemed appropriate.

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, the HA 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 children, the Voucher size will be reduced. If children are removed from the home permanently, the voucher size will be reduced in accordance with the HA's subsidy standards.

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, the HA will treat that adult as a visitor for up to the first 180 days.

If during or by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will then be transferred to the caretaker.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 90 day intervals.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made or up to 9 months total.

The HA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 9 months and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the children, any income of this person will be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord 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 6 months, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the HA within 30 days.

The family will be required to notify the HA in writing within 30 days when family member leaves the household for any reason or moves out. The notice must contain a certification by the family as to whether the member is temporarily or permanently absent.
The family member will be determined permanently absent if verification is provided.

Time extension may be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Students

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Visitors

The Authority may consider the following factors in determining whether a person is a visitor or resident in the apartment.

Any person not included on the HUD 50058 who is determined to be living in the unit will be considered an unauthorized household member. A family has the right to have temporary guests, subject to the family's responsible behavior while on the leased premises. A person who occupies the premises for more than three consecutive weeks will be presumed to be an unauthorized household member and the burden of proof that that person is a visitor will rest with the family. A short break in the persons occupancy will not be reason to restart the 3 week period. e.g. a person may not move out for 1 night and restart the 3 week period.

If it comes to the HA's attention that a person claims a family, through a newspaper article or otherwise, that a person claims a family's address as his(her) own, the HA may make further inquiries as to whether the person is an unauthorized resident, but there will be no presumption that the person is an unauthorized resident, and the fact that the non-household member used the address shall not, in and of itself, constitute a basis for concluding that the person is an unauthorized resident.

In determining whether a person is a visitor or an unauthorized resident, the HA shall consider pertinent facts including but not limited to the following:

Any credible evidence that the person has another address, such as rent receipts, statements from landlords, delivered mail, and utility bills. Voter registration and motor vehicle registration may be considered but are not as reliable as those items in the previous sentence.

Any credible evidence that the family's address is used for mailing purposes only.

Any credible statements by the family, the person whose status is at issue, the family's landlord, and/or the family's neighbors concerning the frequency, duration, and circumstances of the person's presence at the leased premises.

In a joint custody arrangement, a minor child who spends less than half of the tear (183 calendar days) in the family's household will not be considered a family member for purposes of rent calculation, but will be considered an eligible visitor.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual may be considered an unauthorized member of the family and the HA may terminate assistance since prior approval was not requested for the addition.

Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is both a HUD and an HA requirement.

The family obligations require the family to receive advance HA approval to add any other family member as an occupant of the unit. The HA will conduct an application appointment which the head of household and any adult family members who are seeking to be added must attend. The HA shall notify the family of its determination in writing. No persons should move in until approval from the HA has been received. If the family does not obtain prior written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member.

Families are required to report any additions to the household resulting from the birth, adoption or court-awarded custody of a child in writing to the HA within 30 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the HA

Reporting changes in household composition is both a HUD and an HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within 30 days of the change and certify as to whether the member is temporarily absent or permanently absent. When available to do so, an adult family member who is leaving the household should remove him/herself in writing from the lease and Section 8 participating family.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

A person may not be added or removed from the household more than once a year. Documentation may be required.

C. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA may annualize current income and conduct an interim reexamination if income changes.

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

D. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income may be required to attend an interim reexamination periodically, up to once per month, at HA discretion.

E. 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, the HA will calculate the Total Tenant Payment.

Exclude the income and deductions of the member if his/her income goes directly to the facility.
OR
Include the income and deductions of the member if his/her income goes directly to a family member.

F. REGULAR CONTRIBUTIONS AND GIFTS

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 3 months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

If the family's expenses exceed its known income, the HA will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

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, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less that the award if:

The HA 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 certified copy of the divorce decree.

H. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including lump- sum 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.

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

Retroactive Calculation Methodology

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

2. The HA 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 HA.

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

At the HA's option, the HA may enter into a Payment Agreement with the family.

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

Attorney Fees

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

I. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

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

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

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

The HA's minimum threshold for counting assets disposed of for less than Fair Market value is $5000. If the total value of assets disposed of within a one-year period is less than $5000, they will not be considered an asset.

K. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending school, only care during non-school hours can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

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.

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.

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).

Amount of Expense: The HA will determine local average costs as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

L. MEDICAL EXPENSES

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.

The HA will allow as medical expense the actual out-of-pocket amounts which are owed and anticipated to be paid by the family during the reexamination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

M. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

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 12, "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 Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

N. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or AFDC, are reduced through no fault of the family, the HA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the HA will use the gross amount of the benefit.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The HA will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 12 month period. Where a landlord provides the range and refrigerator the tenant will not be entitled to an allowance if they select to use their own.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant unless the HA determines that the utilities are in danger of being turned off. In such cases the HA may make the payments directly to the utility on behalf of the tenant.

P. DISALLOWANCE (24CFR5.617)

Exclusion from annual income.

Previously unemployed includes a person with disabilities 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.

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and 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 who is a person with disabilities 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 who is a person with disabilities, during or within six 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 responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least $500.
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In addition to the deductions listed above the FRHA will not count income received by the Family that is intended for support of a person not a member of the household and that is in the opinion of the FRHA used exclusively for the benefit of the non-household member. E.g. a family member is the representative payee for Social Security benefits and the benefits are used exclusively for the benefit of the non-household member.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HA. Applicants and program participants must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This Chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HA will verify information through the six methods of verification acceptable to HUD in the following order:

1. HUD's Enterprise Income Verification System.
2. The Work Number (a private verification service).
3 Third-Party Written
4. Third Party Oral
5. Review of Documents
6. Certification/Self Declaration

The HA will allow two weeks for return of third-party verifications and two weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information. **Where HUD's EIV system is used for verifications the FRHA need not obtain Third-Party Written Verification.**

Verifications received electronically directly from the source are considered third party written verifications.

The HA will not accept verifications delivered by the family except computerized printouts from the following agencies:

* Social Security Administration
* Veterans Administration
* Welfare Assistance
* Unemployment Compensation Board
* City or County Courts
* Child Support Enforcement Agencies

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document the oral verification in the family's file. If oral third party verification is not available, the HA will compare the information to any documents provided by the Family. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

* The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

* Printed wage stubs
If Weekly 8 pay stubs
If Monthly 2 pay stubs
If Bi-Monthly 4 pays stubs
If Bi-Weekly 6 Pay stubs
* Computer print-outs from the employer
* Signed letters (provided that the information is confirmed by phone)
* Other documents noted in this Chapter as acceptable verification

The HA will accept faxed documents.

The HA will not accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the form HUD-9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are age 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 or to further his/her education.

Total medical expenses of all family member 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 which allow an adult family member to be employed.

Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older.

"Preference" status, based upon Local preferences.
"Displacement" status of single applicants who are involuntarily displaced through no fault of their own.

Familial/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 the HA will use to verify various types of income.

The Housing Authority will use electronic means of verification where applicable. This includes but is not limited to the use of HUD's Upfront Income Verification (UIV) and Tenant Assessment Sub System (TASS). Other electronic verification systems will be used when available.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year-to-date earnings.

3. W-2 forms plus income tax return forms.

4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.

2. Award or benefit notification letters prepared and signed by the providing agency.

3. Computer report electronically obtained or in hard copy.

4. Bank statements for direct deposits.

Third party verification of SS/SSI benefits of applicants and household members is not available. PHAs should request a current (dated within the last 60 days) SSA benefit verification letter for each household member that receives social security benefits. If the applicant and/or household member are unable to provide the requested document, ask the applicant/household member to call SSA at 1-800-772-1213 to request a benefit verification letter. The request for a benefit verification letter can also be made at the SSA Internet Website at www.ssa.gov. From the front page of the website (Social Security Online), click on *Already receiving* benefits, which is located in the center column of the page. From the right side of the page under *Things You Can Do Online*, click on *Get a "Proof of Income Letter*." Follow the instructions on the page to complete the request for a benefit verification letter. The applicant/household member should provide the POA with the original benefit verification letter. The POA should make a photocopy of the original benefit verification letter, return the original benefit verification letter to the applicant/household member, and maintain the photocopy of the benefit verification letter in the tenant file.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.

2. Computer printouts from unemployment office stating payment dates and amounts.

3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.

2 Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. Computerized official printout of payments made if through a state agency.

3. A (notarized) letter from the person paying the support.

4. Copy of latest check and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check.

5. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

6. If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income and expenses 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)

2. 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.

3. Audited or unaudited financial statement(s) of the business.

4. Third party verification forms for each customer/contract indicating the amounts of income received in a specified time period.

Expenses for rent and utilities will not be allowed for operations or businesses based in the subsidized unit, as these expenses are a required family contribution in the Section 8 program and are calculated based upon the family's income.

Child Care Business

If an applicant/participant is operating a licensed day care business, income and expenses will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) 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 child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which 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, AFDC, SSI, etc. are not being received by the household.

The HA will request information from the State Employment Development Department.

The HA may check records of other departments in the jurisdiction that have information about income sources of customers.

The HA may conduct interviews at the homes of participants who claim they have zero income and they may be asked to complete a "Zero Income Checklist".

Full-Time Student Status

Only the first $480 of the earned income of full time students (including those who are temporarily absent), 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:

1. Written verification from the registrar's office or other school official.

2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

The FRHA reserves the right to investigate all discrepancies between the amount of income reported and amounts provided by third party verifications and other sources. Any discrepancies found may be subject to the sections of this plan regarding Fraud and/or

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution. For checking/savings accounts as well as CD's and bonds under $2,000 the value and interest may be estimated using the hand carried statements without third party verification.

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. Dividends under $200 as well as values under $2,000 may be estimated using the hand carried verifications.

3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Cash value of life insurance policies

1. Letter from insurance company. Current Statement. For cash values under $2,000 the hand carried documentation is sufficient. (1)

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.

G. VERIFICATION OF ASSETS

Family Assets

The HA 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).

1. Verification forms, letters, or documents from a financial institution or broker.

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

4. Real estate tax statements if the approximate current market value can be deduced from assessment.

5. Financial statements for business assets.

6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.

7. Appraisals of personal property held as an investment.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification:

1. For all Certifications and Recertifications, the HA 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.

2. 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.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, he/she must provide a statement of the amount they are charging the family for their services and whether any of the amounts owed have been or will be paid by sources outside the family.

2. Verifications must specify the child care provider’s name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability 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. All expense claims will be verified by one or more of the methods listed below:

1. 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.

2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

3. Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

4. For attendant care:

a. 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.

b. 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.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

6. 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.

7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA 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.

8. The HA 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

1. In All Cases:

(a) 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.

(b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

(a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

(b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

(a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

(b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity
In order to prevent program abuse, the HA 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.

Certificate of Birth, naturalization papers
Church issued baptismal certificate
Current, valid Driver's license
U.S. military discharge (DD 214)

U.S. passport
Company/agency Identification Card
Department of Motor Vehicles Identification Card
Hospital records

All adult family members will be required to submit a valid photo identification where it is available. If no photo is available the adult member must sign an affidavit attesting to the fact that they do not have a valid photographic identification.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth
Adoption papers
Custody agreement
Health and Human Services ID

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

The following verifications may be required if applicable:

* Verification of relationship:
    * Official identification showing names
    * Birth Certificates
    * Baptismal certificates

* Verification of guardianship:
    * Court-ordered assignment
    * Verification from social services agency
    * School records
    * Affidavit of parent

* Evidence of a stable family relationship:
    * Joint bank accounts or other shared financial transactions
    * Leases or other evidence of prior cohabitation
    * Credit reports showing relationship

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, the HA may require one or more of the following as verification:

1. Husband or wife institutes divorce action.

2. Husband or wife institutes legal separation.

3. Order of protection/restraining order obtained by one family member against another.

4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

6. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

7. A notarized statement by the adult member of the household removing him/herself from the lease and Section 8 household and providing a forwarding address and effective date of the move.

Verification of Change in Family Composition

The HA 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 Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) 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 the HA hearing is pending.

(a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

(b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

(c) 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. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

(d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

(e) 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 ineligible members.

Failure to Provide. If an applicant or participant 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 participants, it is done at the first regular recertification after June 19, 1995. 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 HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The HA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

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-551)**
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.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204 (d), 982.54 (d)(3)]

When funding is available, the HA will issue Vouchers to applicants whose eligibility has been determined. The issuance of Vouchers must be within the dollar limitations set by the ACC budget.

The number of Vouchers issued must ensure that the HA stays as close as possible to 100% lease-up. The HA performs a calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HA can over-issue.

The HA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to the Section 8 Housing Specialist or Program Director.

Briefings for the Voucher Program will be conducted in English.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets for both the Voucher programs will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the voucher, and the HA policy for requesting extensions to the term of the voucher or suspensions of the voucher.

2. A description of the method used to calculate the assistance payment, payment standards (voucher program), and utility allowances.

3. How the maximum allowable rent is determined, including the rent reasonableness standard.

4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.

5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.

6. HUD tenancy addendum.

7. The Request for Lease Approval form, landlord certification, and a description of the procedure for requesting approval for a unit.

8. The HA policy on providing information about families to prospective owners.

9. The Subsidy Standards, when and how exceptions are made and how the voucher size relates to the unit size selected.

10. The HUD brochure, "A Good Place to Live" on how to select a unit that complies with HQS.

11. The HUD brochure on lead-based paint and information about where blood level testing is available.

12. Information on Federal, State and local equal opportunity laws including the pamphlet "Fair Housing: It's Your Right" and the form for reporting suspected discrimination.

13. A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the size voucher issued.

14. If the family includes a person with disabilities, notice that the HA will provide a list of available accessible units known to the HA.

15. The Family Obligations under the program.

16. The grounds for termination of assistance because of family action or failure to act.

17. When the HA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

Family and owner responsibilities

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HA's jurisdiction

The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

Owner Briefing

* Briefings are held for owners as deemed necessary. All owners receive a mailed invitation. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

Direct contact with landlords.
Counseling with the family.
Providing information about services in various non-impacted areas.
Meeting with neighborhood groups to promote understanding.
Formal or informal discussions with landlord groups
Formal or informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of units will be provided at the front desk and at briefings.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building owned by the same owner to a Voucher holder solely because of their status as a Voucher holder.

The HA provides the family with the HUD discrimination complaint form and directs the family to report suspected discrimination to HUD. If HUD Fair Housing makes a finding of discrimination against an owner, the HA may restrict the owner from future participation.

Take One - Take All: In compliance with Section 174 of the National Affordable Housing Act, if an owner who already has a unit in any multifamily building (more than four units) denies a Voucher holder admission to any multifamily building solely on the basis of their status as a Voucher holder, the owner will be reported to HUD Fair Housing Complaints Office and barred from future participation.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF VOUCHER [24 CFR 982.303, 982.54(2)

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between the HA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

For new Voucher holders (never had a voucher before) the voucher will be effective for sixty (60) calendar days from the date of issuance**.** For all others the Voucher is valid for a period of one hundred twenty (120) calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within these time frames unless an extension has been granted by the HA.

If the Voucher has expired, and has not been extended by the HA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, the HA will not deduct the number of days required to process the request from the 60 day term of the voucher.

Extensions

The HA may grant extensions to vouchers.

A family may request an extension of the Voucher time period. All requests for extensions must be received in writing prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of the HA up to a maximum term of 180 days, primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty- day period. Verification is required.

The HA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA, throughout the initial sixty-day period. A completed search record is required.

The family was prevented from finding a unit due to disability accessibility requirements or large size (four bedroom or larger) unit requirement. The Search Record is part of the required verification.

The HA policy is to extend the vouchers for 60 days where a reasonable need exists. We will consider requests approvable unless we have legitimate reasons for not granting the extension. Additional extensions may be granted by the Section 8 Program Director, if in his opinion further extensions are appropriate.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the HA Office to request assistance. Voucher holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

The HA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.

2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).

3. The composition of the new family units, and which unit contains elderly or disabled members.

4. Whether domestic violence was involved in the breakup.

5. Which family members remain in the unit.

6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized voucher.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA 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:

1. The court has to have awarded emancipated minor status to the minor, or

2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

It is not the intent of Section H to allow the transfer of subsidy to another person but to preserve the family unit and its ability to remain subsidized. **The FRHA may at its discretion refuse to allow remaining member status when it determines that the intent is not in accordance with these sections. In no event may a person in the unit for less 1 year be entitled to receive remaining family member status.**

Chapter 9

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305 (a)]

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Lease Approval (RFLA).

A. REQUEST FOR LEASE APPROVAL [24 CFR 982.305 (b)]

The Request for Lease Approval (RFLA) and a copy of the proposed Lease must be submitted by the family during the term of the voucher.

The Request for Lease Approval must be signed by both the owner and Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

The HA will not permit the family to submit more than one RFLA at a time.

The HA will review the documents to determine whether or not they are approvable.

The Request will be approved if:

1 The unit is an eligible type of housing

2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

3. The rent is reasonable

4. The security deposit amount is approvable.

5. The proposed lease complies with HUD and HA requirements, and State and local law

6. The owner is approvable, and there are no conflicts of interest.

Disapproval of RFLA

If the HA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given five calendar days to submit an approvable RFLA from the date of disapproval.

When, for any reason, an RFLA is not approved, the HA will furnish another RFLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Voucher will not be suspended while the RFLA is being processed.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.352, 982.54(d)(16)]

The HA will approve any of the following types of housing in the Voucher programs:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Independent Group Residences

A family may lease in and have an interest in a cooperative housing development. Families may lease properties owned by relatives, as long as those owners and units meet the other program requirements.

The HA may not permit a Voucher holder to lease a unit which is receiving Project- Based Section 8 assistance or any duplicative rental subsidies.

The HA will not approve:

A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.

Nursing homes or other institutions that provide care.

School dormitories and institutional housing.

A unit owned by the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA has determined (and notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Any other types of housing prohibited by HUD.

C. LEASE REVIEW [24 CFR 982.308]

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Lease Approval.

Owners may either submit their own lease or permit the HA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

The HA will encourage owners to use a sample lease provided by the HA which includes the HUD-mandated language.

Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

The HA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

D. INITIAL INSPECTIONS [24 CFR 982.305 (a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections." The unit must pass inspection by the 20th day of the month prior to lease-up in order for a contract to be executed for the next month.

E. RENT LIMITATIONS [24 CFR 882.106 (a)]

Exception Rents will be utilized to:

Expand housing opportunities for families to move from poverty-impacted areas.
Make accessible units available to persons with disabilities.
Increase the housing choices available to low-income families.

Rent reasonableness will still be used as a measure of whether the rent is approvable.

The HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

F. DISAPPROVAL OF PROPOSED RENT

If the owner accepts the offer of a revised rent, the HA will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval must be submitted by the owner.

If the owner does not agree on the Contract Rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the lease is disapproved.

G. INFORMATION TO OWNERS [24 CFR 982.307 (b), 982.54 (d)(7)]

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known. The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection. The HA may release information regarding tenancy history in the HA's possession upon written request by the family which indicates to whom the information may be given.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

The HA’s policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

H. OWNER DISAPPROVAL [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HA may disapprove the owner for the following reasons:

HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

II. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

J. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

Provided that the unit passes inspection the HA will prepare the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

For new owners, the documents may be signed at a Signature Briefing attended by the owner, family, and a representative of the HA. The briefing covers the responsibilities and roles of the three parties.

The HA provides group briefings for new owners and any other owners who wish to attend on an as needed basis.

The HA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.
Owners must provide an Employer Identification Number or Social Security Number, and may also be required to provide a copy of their driver's license or other photo identification.

The owner must provide a business or home telephone number at which he/she may be reached during regular business hours.

K. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The HA will process a change of ownership only upon the written request of the previous or new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The new owner will be required to complete and sign the Transfer of Contract form indicating the effective date of the transfer of payments, to whom, and the new owner's agreement to be in compliance with the terms of the Lease and Contract as written. **The new owner is required to complete and sign the transfer of contract in a timely manner, usually within 60 days of closing on the property. Failure to do so may void their entitlement to retroactive HAP payments.**

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and exterior premises, as well as the unit.

These minimum Standards may be enhanced by the HA, provided that by doing so, the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401 (a), 982.405]

The HA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

All units must meet the minimum standards set forth in the Section 2 of the state sanitary code when applicable. In cases of hazardous situations where inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service when the unit is inspected.

The stove and refrigerator must be present when the unit is inspected if the appliances are provided by the owner..

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Lease Approval.

2. Annual: Must be conducted within 12 months of the anniversary date

3. Special/Complaint: At request of owner, family or an agency or third-party.

4. Quality Control: A quality control inspection will be conducted for five percent of all units which have been inspected

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401(a)]

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet and local codes with the additions described below.

Local Codes

Ground Fault Interrupter (GFI) outlets must be installed if near the kitchen sink or bathroom wash basin. All outlets must be grounded.

Second means of egress on the 1st floor according to the City of Fall River Building Codes.

Additions to HQS:

Pest Control:

In apartments that have had pest control issues in the past the FRHA may require certification from a licensed/certified pest control company that the unit is free fro infestation**.**

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage and eventual deterioration.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather stripped as needed to ensure a watertight seal.

All openable windows must have screens that fit properly and be in good condition.

Doors:

All exterior doors (including entrance to apartment) must be solid core and weather tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Tenants will be instructed not to tamper with smoke detectors or remove batteries. Tenants will also be responsible for maintaining working batteries in smoke detectors at all times.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Modifications.

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Basement Apartments:

Building with basement apartments will not be allowed unless owner can document that it meets local code requirements. This applies even if that apartment is not the unit to be subsidized.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. HA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

C. INSPECTIONS

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, up to 120 days prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS which are caused by:

Non-payment of utilities paid by the family,

Not providing, or failing to maintain, appliances not provided by the owner, and

Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.

The HA will notify the family in writing at least three days prior to the inspection.

Initial Inspection: The owner is notified of the date and time of the inspection appointment by phone. The landlord may choose to drop the keys off for the unit to be inspected thereby authorizing the HA to inspect the unit at its

convenience. Keys will be returned to the landlord via the US Mail. The HA will attempt to inspect the unit within 14 days of the request. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within five days of the scheduled appointment.

If the family does not contact the HA to reschedule the inspection, or if the family misses two inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the Reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.

2. For non-emergency items, repairs must be made within 30 days.

3. For major repairs or weather deferred items, the Section 8 Program Director may approve an extension beyond 30 days.

D. EMERGENCY REPAIR ITEMS [24 CFR 982.401 (a)]

The following items are considered to be of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector. This is not meant to be an exclusive list, and other items may constitute an emergency at the discretion of the Inspector if they appear to present an immediate threat to the health or safety of the family.

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem which could result in shock or fire
No heat when outside temperature is below 40â F. and temperature inside unit is below 65â F
Utilities not in service
No running hot water
Broken glass where someone could be injured
Obstacle which prevents tenant's entrance or exit
Lack of functioning toilet
Other items that are, in the opinion of the FRHA, health or safety issues

The HA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper authorities will be notified by the HA.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

E. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the full amount of assistance will be abated effective on the first of the month following such a notice.

If the owner makes repairs during the abatement period, payment will resume on the first of the month following the unit passing inspection.

The family and owner will be notified of the Reinspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

Extensions

The HA may grant an extension in lieu of abatement in the following cases:

> There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
>
> The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 60 days. At the end of that time, the HA will begin the abatement or termination of assistance for tenant caused damage.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abated rental period, the owner will be sent a HAP Contract Proposed Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

F. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within ten days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner must bill the family for the cost of the repairs and the family's file will be noted.

G. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by the Section 8 Program Director. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

H. INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done. The FRHA may accept the Landlords verification that the items have been corrected if the FRHA feels that the item is relatively minor.

The owner will be allowed up to two reinspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

In order for a HAP Contract to be executed for the first of a given month, the unit must pass inspection by the 27th of the preceding month. This is to allow time for preparation of lease and contract paperwork, as well as preparation of an owner HAP check for the new contract.

I. ANNUAL HQS INSPECTION

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher program will not be approved if the unit is in a failed condition.

J. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials. The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

K. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Section 8 Program Director on at least five percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Voucher program. This Chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated in writing to both the landlord and family. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made manually to the HAP Register for the following month. Checks are disbursed by the Program Director to the owner each month.

Payments to Landlords will be made through electronic transfers to a savings/checking account of the landlord. These funds will be transferred on or before the 5th working day of the month.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual and when an owner requests a rent increase for in the Voucher Program.

For the Voucher Program, the HA will determine and document on a case-by-case basis that the approved rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and

2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least three comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last year.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are subdivisions or neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Square Footage
Number of Bedrooms
Facilities
Location
Number of Bathrooms
Quality
Amenities
Date Built
Unit Type
Management and Maintenance Services

The HA maintains a notebook which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than twelve months old.

The HA uses an "appraisal" method and tests the subject unit against selected units in the same area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables. Amenities, services, and facilities are given dollar values.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is initially set by the HA at the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of Voucher funding is approved by HUD. The Payment Standard is used to determine the maximum subsidy which can be paid by the HA on behalf of the family.

The Fall River Housing Authority will use the applicable Payment Standard for other cities in Massachusetts but outside the Fall River area when they are readily available.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The HA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the HA raise Standards if the need is solely to make "high end" units available to Voucher holders.

The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 90% to 110% of the current Fair Market Rent.

In a volatile market, the HA may review the Standards more frequently but will only adjust them annually.

The HA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The HA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than 45% of income.

Availability of Suitable Vacant Units Below the Payment Standard

The HA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units in areas without minority concentration or poverty- impacted below the Payment Standard.

Quality of Units Selected

The HA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

HA Decision Point

The HA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, the HA may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, the HA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average, in any bedroom size, the HA will continue the analysis. If not, the HA may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases

The HA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Time to Locate Housing

The HA may consider the average time period for families to lease up under the Voucher program as compared to the Certificate program. If the average for Voucher holders exceeds that for Certificate holders by 50%, the Payment Standard may be adjusted.

Rent Reasonableness Data Base/Average Contract Rents

The HA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should not exceed these amounts by more than 10%.
Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 80% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

Financial Feasibility

Before increasing the Payment Standard, the HA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. RENT ADJUSTMENTS [24 CFR 982.519]

Owners may not request rent adjustments in the Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

With a sixty-day notice on the HA-provided form (in triplicate), a copy should be provided to the family with the original to the HA. The HA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

Chapter 12

RECERTIFICATIONS

INTRODUCTION

HUD requires that the HA recertify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the HA decides what other changes must be reported, and the procedures for reporting them. This Chapter defines the HA's policy for conducting annual Recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.405, 982.516, 982.519]

There are three activities the HA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment when requested by Owner

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Section 8 Housing Specialist.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.
Reexamination Notice to the Family

The HA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA 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.

Procedure

The HA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

Procedure for clients living within Massachusetts but not Fall River:

Person living outside Fall River but within Massachusetts will be required to attend interview unless there is a hardship. All documentations will then be submitted through the mail or other arrangements agreeable to the Fall River Housing Authority and the client.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HA'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 HA representative will interview the family and enter the information provided by the family on the recertification form.

The HA will require the family to complete a Personal Declaration Form at the recertification interviews.

Requirements to Attend

An adult household member must be present for the recertification interview:

If an adult member of the household is unable to attend the interview, the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to the day of the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will

Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made by the Section 8 Program Director 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, the HA will include instructions for the family to bring the following:

Documents to support any preference claims
Documentation of income for all family members
Documentation of liquid and non-liquid assets
Documentation of any deductions/allowances
Personal Declaration Form completed and signed by adult family members

Verification of Information

The HA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

If tenant rent increases, a thirty day notice is 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 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 the HA.

C. REPORTING INTERIM CHANGES [24 CFR 982.516(c)]

HUD requires program participants to report all changes in household composition within 30 calendar days to the HA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

The HA will conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets of the all household members to the HA by scheduling and attending an interim reexamination interview within five business days of the occurrence or notification to the family of the change.

The family is required to report, by scheduling and attending an interim reexamination interview within five business days of the occurrence or notification to the family, any loss or reduction in items for allowances or deductions, including when a family member becomes eighteen years of age and no longer a minor in the household.

For families with zero income, reporting is required every 90 ninety days.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HA must calculate the change if a decrease in income is reported. For decreases in income the decrease must last for at least 30 consecutive days to be considered under this section.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the HA. If the family disagrees with the rent adjustment they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HA requires that families report interim changes to the HA within thirty calendar days of when the family is notified or the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within five business days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HA will notify the family and the owner of any change in the Housing Assistance Payment 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 that in which the change occurred. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

An increase in tenant rent may be implemented based on documentation provided by the family, pending third-party written verification. However, any discrepancy between information provided by the family and that which is verified by third-party documentation will result in a retroactive calculation to the effective date of the change.
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 overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HA and not retroactively.

Procedures when the Change is Not Processed by the HA 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 the HA in a timely manner.

In this case, an increase will be effective after the required thirty days notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION [982.516(c)]

All changes in family composition must be reported within thirty calendar days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA.

If an addition would result in overcrowding according to Subsidy or HQS maximum occupancy standards:

The HA will issue a new Voucher of the appropriate size at the next regularly scheduled annual reexamination for additions to the family in the following cases:

* Addition by marriage.

* Addition due to birth, adoption or court-awarded custody of a minor.

* Addition of an HA-approved live-in attendant.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.508]

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:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

2. All members of the family other that the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination"), or the HA may offer temporary deferral of termination (See Chapter 15, "Denial or Termination of Assistance").

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552]

Families will not be permitted to move within the HA's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the HA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HA will deny permission to move if there is insufficient funding for continued assistance. The HA may deny permission to move to if:

The family has violated a Family Obligation.
The family owes the HA money.
The family has moved or been issued a Voucher to move within the last twelve months.

The Section 8 Program Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Voucher

If the family has not been recertified within the last 120 days, the HA will issue the voucher to move after conducting the recertification.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner a rental period (one full month) plus one day's written notice of intent to vacate or as otherwise specified in the lease and must give a copy to the HA simultaneously. The family may not give mid-month notices to terminate tenancy for other than the end date of the following rental period.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move, except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves, only if approved by the Section 8 Program Director.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction. The unit may be located:

1. In the same state as the initial HA;

2. In the same metropolitan statistical area (MSA) as the initial HA, but in a different state;

3. In an MSA adjacent to the MSA of the initial HA, but in a different state.

4. In the jurisdiction of an HA anywhere within the United States that administers a tenant based program.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

When a family requests to move to outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

If the family is moving to a unit located in the same state as the initial HA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HA in the area where the unit is located, the initial HA will be responsible for the administration of the family's assistance.

The HA may choose a management company, another HA or a private contractor to administer the assistance.

If there is more than one HA in the area in which the family has selected a unit, the HA will choose the receiving HA.

Restrictions on Portability

1. **Families will not be permitted to exercise portability during the initial 12 month period after admission to the program. For purposes of this section the Authority's jurisdiction shall be considered to be the Commonwealth of Massachusetts.**

2. If the family is in violation of a family obligation.

3. If the family owes money to the HA.

4. Families will not be permitted to exercise portability during the initial twelve month period after admission to the program.

Outgoing Portability Procedures

The HA will provide pre-portability counseling for those families who express an interest in portability. If the receiving HA will absorb and the family will be changing its form of assistance, the HA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

The HA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

The HA will advise the family how to contact and request assistance from the receiving HA.

The HA will notify the receiving HA that the family will be moving into its jurisdiction.

The HA will provide the following documents and information to the Receiving HA:

1. A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

2. The most recent HUD 50058 form and verifications.

3. The Family Portability Form.

The Receiving HA must notify the HA within 10 days of the following:

The Receiving HA decides to absorb the family into their own program.

The family leases up or fails to submit a Request for Lease Approval by the required date.

Assistance to a portable family is terminated by the Receiving HA.

The family requests to move to an area outside the Receiving HA's jurisdiction.

Payment to the Receiving HA

The HA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HA's rate), and any other HUD-approved fees.

Claims

The HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to the HA within 10 days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The HA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher by the HA with the same start date. The HA may grant extensions in accordance with this Administrative Plan.

Incoming portable families who have not yet been absorbed will be absorbed before the HA selects new applicants from the Waiting List.

The HA may absorb incoming Vouchers in cases where the Initial HA absorbs an equal number of the HA's outgoing Vouchers.

The HA will absorb all incoming portable families provided that there is funding available.

When the receiving HA does not absorb the incoming Voucher it will administer the Initial HA's Voucher and the receiving HA's policies will prevail.

For initial lease-up, the family must be within the HA's Very-Low Income limits. For participants, the HA may issue either a Voucher but if the form of assistance changes, the family must be within the HA's Low Income limits. If the family is ineligible under the receiving HA's low income limit because the form of assistance offered causes the family to change programs, the receiving HA must absorb the family without a change in the form of assistance, or administer the family's current form of assistance.

The HA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the HA will change to the proper size based on its own Subsidy Standards.

The HA will decide whether to extend the "Portability Voucher" and for what period of time. The HA's policy on suspensions will apply. However, if the Family decides not to lease- up in the HA's jurisdiction, the Family must request an extension from the Initial HA.

Income and TTP of Incoming Portables

As Receiving HA, the HA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the HA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the HA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Lease Approval

When the Family submits a Request for Lease Approval, it will be processed using the HA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial HA will be notified within 10 days by the HA.

If the Family leases up successfully, the HA will notify the Initial HA within 10 days, and the billing process will commence.

If the HA denies assistance to the family, the HA will notify the Initial HA within 10 days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within 10 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

1. A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

2. The most recent HUD 50058 form and verifications.

3. Persons designated for inquiries on eligibility and billing (as indicated on the Family Portability Form).

4. The Administrative Fee Schedule for billing purposes.

5. The HA will perform a CORI on all adult family members

Billing Procedures

As Receiving HA, the HA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial HA.

The HA will bill 100% of the Housing Assistance Payment and 80% of the Administrative Fee (at the Initial HA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify the HA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or as a result of the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

If the voucher holder dies and there are no surviving household members the HAP payment will be made for the month in which the voucher dies and payments will cease at that point.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314 (c)(2)]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

C. TERMINATION BY THE OWNER: EVICTIONS [24 CFR 982.310]

The owner may terminate tenancy without cause at the end of the initial lease term or at the end of any successive definite term. If the owner wishes to terminate the lease during any term, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,

3. Other good cause, including:

Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

Any drug-related criminal activity on or near the premises,

Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

4. Other good cause, after the first year of the lease, includes:

Business or economic reason for regaining possession of the unit;

Owner's desire to repossess the unit for personal use;

Tenant's refusal to accept offer of a new lease.

The eviction notice must specify the cause for the eviction.

The HA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant unless the family or owner are otherwise no longer eligible for payments to be made.
If the action is finalized in court, the owner must provide the HA with the documentation, including notice of the lock-out date.

The HA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant is eligible, continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit and he/she is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance, the HA will issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY HA [24 CFR 982.404 (a), 982.453, 982.455, 982.454, 982.552 (a)(3)]

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:

1. The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards the HA has adopted in this policy. The HAP contract will terminate 60 days after the last payment is made to the landlord for failure to maintain the unit to HQS standards**.**

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

4. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

5. The owner has engaged in drug trafficking.

6. If the owner has committed any violent criminal activity

The HA may also terminate the contract if:

The HA terminates assistance to the family.

The family is required to move from a unit which is overcrowded.

Funding is no longer available under the ACC.

The contract will terminate automatically in the case of $0 assistance families if 180 days have passed since the last housing assistance payment to the owner for post-10/2/95 contracts, and twelve months in the case of pre-10/2/95 contracts; this is provided that the contract terms are still being met during this period and that the contract is not otherwise subject to termination due to other causes.

Notice of Termination

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

a) Granting another deferral will result in an aggregate deferral period of longer than three years, or

b) A determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL [24 CFR 982.453]

If the HA terminates the contract due to owner disapproval (See Chapter 9, "Request for Lease Approval and Contract Execution"), the HA will provide the owner and family with at least thirty days written notice of termination of the contract.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the Family Obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This Chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract. Any termination of assistance may be grieved by the family and a hearing before the Fall River Housing Authority Grievance Panel will be held. The decision of the Grievance Panel may be appealed to Fall River Housing Authority Board of Commissioners by either party. This will be considered the final administrative remedy.

Grievances pertaining to fraud or failure to honor repayment agreements will end with the decision by the hearing officer at the Informal hearing. The Grievance Panel will be informed of these cases and our determination that they represent Fraud or failure to honor repayment agreements and as such are not subject to Grievance Hearings.

If any member of the household is subject to a lifetime registration requirement under a State sexoffender registration program, the household will be subject to termination of assistance without a Grievance Hearing. The Panel will be informed of these cases and our determination that they are not subject to Grievance Hearings. The Grievance Panel will be informed of these cases and our determination that they represent Fraud or failure to honor repayment agreements and as such are not subject to Grievance Hearings.

The FRHA Board of Commissioners appoints a Committee to review all requests for an appeal of any grievance panel decision to the Board.

Said committee will make a recommendation to the Board as to whether the Tenant is entitled to a hearing pursuant to Part A Section 10 of the Grievance Procedure. In cases where the decision concerns whether good cause exists for termination of assistance there shall be no review by the FRHA's Board.

This Committee shall also review all requests for appeal to the Board of Commissioners to determine if the specific grievance may be resolved without a formal board hearing.

The makeup of the Committee will be as follows;

1) FRHA Board Member representing Tenants
2) Executive Director
3) Deputy Executive Director

In cases where the decision concerns whether good cause exists for termination of assistance there shall be no review by the FRHA's Board.

A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the HA will delay the denial or termination in order to determine if there is an accommodation which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list

2. Denying or withdrawing a voucher

3. Refusing to enter into a HAP contract or approve a lease

4. Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease

2. Terminating housing assistance payments under an outstanding HAP contract

3. Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination [24CFR 982.552 (10)(d)]

The HA must deny assistance to applicants, and terminate assistance for participants:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.

2. If no member of the family is a U.S. citizen or eligible immigrant.

3. If the family is under a post-10/2/95 contract and 180 days have elapsed, or under a pre-10/2/95 contract and twelve months have elapsed since the HA's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance [24CFR 982.552 (b)]

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24 CFR 982.551. The family may be denied for a period not to exceed five years from the date of such activity or action resulting from such activity (such as termination of tenancy or assistance), whichever date is later, provided that no other cause for denial exists.

2. Any member of the family has ever engaged in serious or repeated lease violations while a resident of public housing or ever been evicted from public housing. The family may be denied for a period not to exceed five years from the date of such activity or action resulting from such activity (such as termination of tenancy or assistance), whichever date is later, provided that no other cause for denial exists.

3. The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

4. The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

5. The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.

6. The family has engaged in or threatened abusive or violent behavior toward HA personnel.

"Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

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

Actual physical abuse or violence will always be cause for denial or termination.

7. The family supplies false, inaccurate or incomplete information on any application for federal housing programs, including public housing and Section 8. The family may be denied for a period not to exceed two years from the date of such a determination by the HA that information which was provided was false, inaccurate or incomplete, provided that no further cause for denial exists.

8. Any family member engages in drug-related or violent criminal activity.

Family Self Sufficiency (FSS)

Failure to fulfill the obligations and conditions of the FSS contract is grounds for denial or termination of assistance.

The HA will terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

B. FAMILY OBLIGATIONS [24 CFR 982.551]

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release or other documentation.

2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.

4. All information supplied by the family must be true and complete.

5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).

6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.

7. The family may not commit any serious or repeated violation of the lease.

8. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease on notice to the owner.

9. The family must promptly give the HA a copy of any owner eviction notice.

10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.

12. The family must promptly notify the HA if any family member no longer resides in the unit.

13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

15. The family must not sublease or let the unit.

16. The family must not assign the lease or transfer the unit.

17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

18. The family must not own or have any interest in the unit.

19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs. Fraud is defined as the intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled.

20. Alcohol abuse by household members. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the family may not engage in drug-related criminal activity or violent criminal activity.

21. Crime by household members. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (see Sec. 982.553).

22. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more

recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within five working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Section 8 Program Director.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of intention to terminate tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If there are police reports, neighborhood complaints or other third party information, and the HA has verified the information. Lack of receipts or other proof of rent payments by the family may also considered verification of lease violations.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction within five working days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family (including live-in aides) may be denied based upon the same criteria applied to applicants and participants as described elsewhere in this Chapter. Additionally, proposed additions may be denied to persons who do not meet the HA's definition of family.

Family Member moves out: Adult family members are required to notify the HA within five working days if he/she leaves the assisted household. Failure to report this will constitute a violation on the part of the person removing him/herself. The remaining family contact the HA within five working days as well, to furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Related income, asset or deduction changes resulting from the member moving.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a violation.

Fraud: In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

The FRHA will terminate assistance if any household member is currently engaged in any illegal use of a drug; or (B) A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The FRHA will immediately terminate assistance for a family under the program if the FRHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

The FRHA will terminate assistance if any household engages in Violent criminal activity or Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the FRHA (including a FRHA employee or a FRHA contractor, subcontractor or agent).

Mandatory termination of assistance if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In this screening of applicants, the PHA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Drug and violent crime and other related criminal activity means on or near the premises.

Violent criminal activity includes 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. Violent criminal activity also includes activity which occurs within the family, such as during domestic disputes.

Activity may include arrests, convictions, no contest pleas, fines, city ordinance violations or other credible preponderance of evidence that such activity has occurred.

Ineligibility if Evicted for Drug-Related Activity

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

The HA may waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the HA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

Applicants will be denied assistance if they have been:

Convicted of drug-related or violent criminal activity until a period of three years have passed following the end of conviction/incarceration/parole/probation (whichever is later) with no further arrests or convictions (other than minor traffic violations).

Participants may be terminated who have been:

Arrested, convicted or whose tenancy is being terminated due to drug-related or violent criminal activity or whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the HA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

Screening Out Illegal Drug Users and Alcohol Abusers

The HA will prohibit admission to any person in cases where the HA determines that there is reasonable cause to believe that the person is illegally using a controlled substance, or 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 the HA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

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

The HA will waive this policy if the person demonstrates to the HA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

Has successfully completed a supervised drug or alcohol rehabilitation program;

Has otherwise been rehabilitated successfully; or

Is participating in a supervised drug or alcohol rehabilitation program.

Confidentiality of Criminal Records

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

Disclosure of Criminal Records to Family

The applicant or tenant will be provided with a copy of the criminal record upon request and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal review. Participants may contest such records at an informal hearing.

Required Evidence

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 may 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.

The HA may will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the HA decides to terminate assistance to the family, the HA must give the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the HA.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

C. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 982.552(b)(4)]

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The HA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

Criteria for Approving Temporary Deferral of Termination of Assistance

The HA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard, of appropriate size, and for which the rent plus utilities is no more than 25% greater than the HA calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HA will:

Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the HA's data indicates that units are not available at the affordable rent, the deferral will be renewed.

Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

D. ASSISTANCE TENANTS [24 CFR 982.455 (a)]

Old Contracts

For contracts which were effective prior to 10/2/95, the HA is liable for unpaid rent and damages if the family vacates while the contract is still in effect, for up to twelve months following the last HAP payment. The HA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at $0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

New Contracts

For contracts effective after 10/2/95, the HA has no liability for unpaid rent or damages, and the family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent increase or a decrease in the Total Tenant Payment cause the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 CFR 982.551, 982.552 (c)]

If the family has misrepresented any facts that caused the HA to overpay assistance, the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the HA in full.

F. MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551, 982.552 (c)]

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance.

G. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. Failure to supply requested information will result in denial or termination of assistance. Examples of failing to supply requested information can include: failing to sign necessary documents, failing to sign by one's legal name, failing to complete all information requested on documents, etc. The Obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

1. Eligibility for Admissions
2. Verification Procedures
3. Voucher Issuance and Briefings
4. Housing Quality Standards and Inspections
5. Recertifications
6. Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are medical or family emergencies.

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of denial or termination for breach of a family obligation.

After issuance of the denial or termination notice, if the family offers to correct the breach within the time allowed to request a review or hearing - The notice may be rescinded after the family cures the breach, if the family does not have a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the HA to and recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54 (d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD or other agency directly related has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

The HA guidelines for restrictions are contained in the table below:

DISAPPROVAL OF OWNERS/PARTICIPATION RESTRICTIONS

BREACH	PENALTY
HUD notification of owner debarment/suspension	Termination
HUD notification of violation of fair housing/federal equal opportunity	Termination
Violation of contract obligations	Abate/Term.
Owner fraud, bribery or other corrupt act in federal housing program	Termination
Owner engaged in drug trafficking	Termination
History of noncompliance with HQS	Abate/Term.
History of renting units below code	Abate/Term.
State/local real estate taxes, fines or assessments	Abate/Term.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA'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 owner, the family or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments
Civil suits
Repayment agreements
Abatements
Reductions
Collection agencies
Credit bureaus
Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES [24 CFR 792, 982.552 (c)(vii)]

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The minimum monthly amount of monthly payment for any repayment agreement is five dollars.

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 repayment agreement is in arrears, the HA will:

Require the family to pay the balance in full,
Pursue civil collection of the balance due,
Terminate the housing assistance, or
Require the family to pay the entire arrearage plus current month's payment in order avoid loss of assistance.

If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears:

The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim:

The family will be required to pay the balance in full, or be terminated from the program.

There are some circumstances in which the HA will not enter into a repayment agreement. They are:

If the family already has a Repayment Agreement in place.

If the family has breached previous Repayment Agreements.

Guidelines for Repayment Agreements

If the amount of money owed is less than $500.00 client will be given 6 months to pay.
If the amount of money owed is $501.00 to $1000.00 client will be given 1 year to pay.
If the amount of money owed is over $1000.00 the client will be given 18 months to 2 years to pay depending on the situation. A hardship must be documented by client then reviewed by the Coordinator of Housing Assistance
Any amount owed above $3,000.00 must be paid within 30 days - client could then enter into agreement for remaining $3,000.00.
Client will be terminated for any amount owed over $10,000.00.

Repayment Agreements will be executed between the HA and the head of household or other adult family member. A maximum of two repayments agreements will be approved. **The need for any additional repayment agreements will be considered grounds for Termination of Assistance.**

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 Section 8 Program Director.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

Family size exceeds the HQS maximum occupancy standards

The HAP contract is terminated due to owner non-compliance

A natural disaster

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the HA:

If a Repayment Agreement is in arrears more than 60 days, any new debts must be paid in full.

B. USE OF EIV DEBT OWED & TERMINATION REPORTS

For admissions and terminations the Fall River Housing Authority will use the Debt Owed & Termination Report thru the Enterprise Verification System (EIV). For admissions the family may not be admitted until the debt is paid in full

to the other HA. For terminations the Fall River Housing Authority will follow our termination policy. We will provide the family with a copy of the report.

C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION
[24 CFR 982.163]

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, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report increases in income or loss of items for allowances or deductions will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

If a family owes an amount which equals or exceeds $3000 as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud/Untimely Reporting

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The minimum monthly payment will be five dollars. In no event shall the repayment schedule be for more than 12 months.

The HA will use a sliding scale system based upon the family's income to determine the monthly payment.

D. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HA will:

Require the owner to pay the amount in full within thirty days

Enter into a repayment agreement with the owner for the amount owed

Pursue collections through the local court system

Restrict the owner from future participation

E. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than seven years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than seven years.

The amount is less than $20 and the debtor cannot be located.

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HA or owner.

   Complaints from families will be referred to the Section 8 Program Director

2. Complaints from Owners: If an owner disagrees with an action or inaction of the HA or a family.

   Complaints from owners will be referred to the Section 8 Program Director

3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.

   Complaints from staff will be referred to the Section 8 Program Director

4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner.

   Complaints from the general public will be referred to the Section 8 Program Director

B. PREFERENCE DENIALS

If the HA denies a preference to an applicant, and the applicant disagrees with the decision, the applicant is entitled to a meeting. This is different from an Informal Review or Hearing. The person who made the decision to deny the preference, or any other HA representative, may conduct the meeting. The meeting is limited only to the circumstances pertaining to the preference denial.

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HA staff to discuss the reasons for the denial and to dispute the HA's decision.

The person who conducts the meeting must be:

Any officer or employee of the HA's Tenant Selection Department including the person who made the decision.

If the applicant is denied a preference they are entitled to an informal hearing before a hearings officer at the HA.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54 (d) (12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

Listing on the HA's waiting list
Issuance of a Voucher
Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA

2. General policy issues or class grievances

3. A determination of the family unit size under the HA subsidy standards

4. Refusal to extend or suspend a Voucher

5. Disapproval of lease

6. Determination that unit is not in compliance with HQS

7. Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than ten days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within 30 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

A staff person who is not the person who made the decision or his/her subordinate

If the applicant fails to appear for the Informal Review and has not contacted the HA in advance to reschedule, the HA's proposed disposition of the grievance will become final. The HA will reschedule the review only if the family can show good cause for the failure to appear.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within thirty days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555, 5.514]

The HA will provide a copy of the hearing procedures in the family briefing packet.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

The proposed action or decision of the HA;
The date the proposed action or decision will take place;
The family's right to an explanation of the basis for the HA's decision.
The procedures for requesting a hearing if the family disputes the action or decision;
The time limit for requesting the hearing.

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment

2. Appropriate utility allowance used from schedule

3. Family unit size determination under HA subsidy standards

4. Determination to terminate assistance for any reason.

5. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

6. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The HA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA

2. General policy issues or class grievances

3. Establishment of the HA schedule of utility allowances for families in the program

4. An HA determination not to approve an extension or suspension of a voucher term

5. An HA determination not to approve a unit or lease

6. An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)

7. An HA determination that the unit is not in accordance with HQS because of the family size

8. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within thirty days. The notification of hearing will contain:

1. The date and time of the hearing

2. The location where the hearing will be held

3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense

4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

The HA's Hearing Procedures

After a hearing date is set, the family may request in advance to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not contacted the HA in advance to reschedule, the HA's proposed disposition of the grievance will become final. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the HA's determination.

Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family and assess a charge of $0.10 per copy. In no case will the family be allowed to remove the file from the HA's office.

If the family requests copies of documents, the HA will make the copies for the family and assess a charge of $1.00 per page. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who:

Are managers from other departments in the government of the jurisdiction

Are managers from other HA's

Are professional mediators or arbitrators employed by the county Bar Association/a mediation, dispute resolution, or arbitration service/other

Are members of the community who do not otherwise have a conflict of interest with the HA or the family

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within fifteen days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed; and

The date the decision goes into effect.

The HA is not bound by hearing decisions:

Which concern matters in which the HA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within fifteen days. The letter shall include the HA’s reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR 812.9]

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 the HA hearing is pending but assistance to an applicant may be delayed pending the HA 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, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA 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 section D 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 the HA will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA 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 termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

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.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the HA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

APPENDIX 1
Payment Standards
Section 8 Program

BR SIZE	New Payment Standard	Percent of FMR	New FMR
0 BR	$724	102%	$762
1 BR	$805	102%	$848
2 BR	$955	105%	$977
3 BR	$1,130	104%	$1,168
4 BR	$1,434	107%	$1,440

The City of Fall River is included in the Providence and Warwick, Rhode Island statistical area for determination of Income Limits and FMR's.

The market for Fall River is distinct from the Providence and Warwick markets. Fall River has a significant vacancy problem. The vacancy rate in the core city has decreased and there is continuing pressure to pay increased rents..

Our knowledge of the local market in summarized in the rent chart as shown above.

The rent reasonableness is factored into all decisions on what rent applies to any given unit but apartments in the City can be reasonable categorized in the rates reflected in the Payment Standards as shown above.

These payment standards were adopted by the FRHA Board on November 10, 2008 and are effective on January 1, 2012

APPENDIX 2

CENTRALIZED LIST

The Fall River Housing Authority has elected to utilize the MassNAHRO's Centralized Application and Waiting List process. Over the past few years, the Department of Housing and Urban Development has encouraged the use of a Centralized Waiting List by Public Housing Authorities.

It is anticipated that a Centralized Section 8 Waiting List will afford the Fall River Housing Authority and its clients the following benefits:

1. Ease of application process for participants who may apply at the office of any Housing Authority participating in the centralized waiting list option.

2. Eliminate the procedural hardship on families and administrative burden to the Housing Authority of closing and opening of the Section 8 Waiting List. The Centralized Section 8 Waiting List will be maintained as an open waiting list.

3. Increase housing opportunities for families who now have the potential option of placement at a number of locations throughout the Commonwealth through the submission of a single application.

II ACCEPTANCE OF APPLICATIONS

A single, standardized Preliminary Application is available at each participating Housing Authority. A master list of all participating Housing Authorities will be maintained at the office of the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials (hereinafter MassNAHRO) and at each participating Housing Authority. Only one application will be accepted for each Head of Household.

The Preliminary Application will request information as required to administer the Section 8 Housing Choice Voucher Program such as: name and city or town (where Head of Household and spouse live and work), telephone number, total number of family members, Head of Household's social security number, if client is 62 years of age or older or disabled, total gross family income, race, and ethnicity. Information regarding preferences adopted by participating Housing Authorities will also be elicited on this application.

The Housing Authorities collectively reserve the right to modify the application to include other information required or useful to administer the Section 8 Housing Choice Voucher Program. All participating Housing Authorities must agree to adopt said modification to the application in advance to such modification. Applications will be available for completion at the Fall River Housing Authority in person between the hours of_____ and __on the following days of the week _____and maybe mailed or faxed.

Upon completion of the application it shall be marked by the Housing Authority staff with date and the time of submission and the family shall be provided with a standard receipt evidencing submission of the application.

The Fall River Housing Authority will then enter the information from the Preliminary Application into the Centralized Waiting List.

III UPDATING THE APPLICATIONS

A family may update its application (i.e. change of address) for Section 8 Assistance at the office of any Housing Authority participating in the Centralized application process regardless of where the original application was submitted. To update the application a written request must be submitted by the family. A receipt will be provided to the family as evidence of said update. The Housing Authority who receives the updated information will give the family a receipt indicating that the family had submitted the update.

IV SELECTION FROM THE WAITING LIST

The selection process set forth in the Fall River Housing Authority's Administrative Plan shall govern the manner in which individuals and families are selected by the Housing Authority from the Centralized Section 8 Waiting List.

V ELIGIBILITY DETERMINATION

Once a family has been selected from the Centralized Section 8 Waiting List in the manner set forth in the Fall River Housing Authority's Administrative Plan from the Section 8 Housing Choice Voucher Program, eligibility determination shall be made according to federal law, regulations governing State law and any applicable procedures set forth in the Housing Authority's Administrative Plan for the Section 8 Housing Choice Voucher Program.

VI REMOVAL OF NAMES FROM THE WAITING LIST

A Ineligibility for Assistance

If a family is denied assistance by the Fall River Housing Authority, they will have the right to the grievance procedures set forth in the Fall River Housing Authority's Administrative Plan. After such time expires to request an informal hearing or a hearing is held and the decision is upheld, the family will be denied participation in the Section 8 Program by the Housing Authority making the determination. The family's name will not be removed by the Fall River Housing Authority from the Centralized Section 8 Waiting List because the family may be eligible under another participating Housing Authority's policies. However, the family will not be again selected by the Fall River Housing Authority unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

B Determination that Family is Over Income Limits

If the family was denied participation in the Section 8 Housing Choice Voucher Program because it was over income for the program, the name will be removed from the Centralized Section 8 Waiting List if the Housing Authority making the determination is in the jurisdiction with the highest income limits of those Housing Authorities participating in the Centralized Section 8 Waiting List process. Otherwise, the family's

name will not be removed by the Housing Authority from the Centralized Section 8 Waiting List because the family may be income eligible under another participating Housing Authority's policies. However, the family will not be again selected by the Fall River Housing Authority unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

C No Response

Further, if the family does not respond to a letter sent by a participating Housing Authority to attend an eligibility determination appointment or to otherwise respond to the Housing Authority, the Housing Authority who requested said response may remove the family's name from the Centralized Section 8 Waiting List. The manner and grounds for said removal shall be governed by the Administrative Plan for the Housing Authority making said removal.

D Purge of Waiting List

If determined necessary by MassNAHRO, on an annual basis, MassNAHRO may send a letter to each applicant on the Centralized Section 8 Waiting List. This letter will be sent to the address on the Section 8 preliminary Application or on any written change of status request that was completed and sent to a participating Housing Authority. Applicants will be requested to respond to the mailing within a time parameter set forth in the letter and the letter shall indicate that failure to respond will result in the removal of his/her name from the Centralized Section 8 Waiting List. In the event that the applicant does not respond within the applicable time parameter, his/her name shall be removed from the Centralized Section 8 Waiting List.

VII GRIEVANCES OR COMPLAINTS; JURISDICTION

When a family expresses a problem with a decision made by a Housing Authority involved in the Centralized Section 8 Waiting List option, that family shall be referred to the Housing Authority who made the determination in question.

Adopted by the Board of Commissioners this October 2002

This Addendum incorporates the necessary provisions for participation in MassNAHRO's Centralized Waiting List for Section 8. Most provisions have been incorporated into the Plan itself. This addendum is attached to clearly delineate the provisions of the Plan that are changed to implement this Centralized List.

Appendix 3

Section 8 Administrative Plan

Section 8 Project-Based Assistance

The Addendum to the Fall River Housing Authority's Section 8 administrative plan is a statement of its interest to operate a Project-Based Assistance Program (PBA) and to provide information on how it intends to operate the PBA under the requirements of the new law. This Addendum also provides information to eligible families, owners, and other interested members of the public.

PROVISIONS OF THE FRHA's PBA PROGRAM.
Except where this section specifies otherwise, the present project-based regulations at 24 CFR P 983 continue to apply to newly constructed and substantially rehabilitated housing and now also apply to existing housing. Upon determination of good cause and subject to statutory limitations, the FRHA may seek a waiver from HUD for any provisions of the applicable project-based regulations in accordance with 5 CFR 5.110. Nothing is this addendum affects the rights of owners and participants under existing contracts in HUD's Section 8 project-based certificate program.

Furthermore, nothing in this FRHA Project-Based Assistance Program Addendum to its Section 8 Administrative Plan shall override any specific provisions or requirements of 24 CFR Part 983, Project-Based Voucher Program, Final Rule, as published October 13, 2005. This Addendum is NOT intended to repeat every provision of 24 CFR Part 983.

OVERALL GOALS AND OBJECTIVES OF THE FRHA'S PBA PROGRAM
While maintaining consistency with the overall goals, objectives, and requirements of 24 CFR Part 983, the FRHA wishes to place its emphasis on the following goals and objectives of its PBA Programs:

(1) To utilize the PBA Program to foster the new development of affordable housing in conjunction with any City of Fall River initiatives and those required by law.
(2) To utilize the PBA Program to promote more secure and more affordable rental housing for rent-burdened families.
(3) To utilize the PBA Program to preserve existing affordable housing, which might be at-risk.
(4) To utilize the PBA Program to benefit affordable housing rental opportunities for families at, or under, 50% of the Area Median Income (AMI)

A. Authorization to Provide Project-Based Vouchers for Existing Housing
Consistent with HUD regulation, the FRHA from time to time may enter into HAP contracts that attach project-based voucher assistance to existing housing units that fully meet the Housing Choice Voucher Program Housing Quality Standards (see 24 CFR 982.401) but that would not have qualified for project-basing as newly constructed or rehabilitated units.

A housing unit will be considered an "existing unit" for purposes of the project-based voucher program if, at the time of the FRHA's written notice of selection of the project for project-based assistance, the units required a maximum expenditure of less that $1,000 per assisted unit (including the unit's prorated share of any work to be accomplished on common areas or systems) to comply with the HQS.

B. Unit Selection Policy, Advertising, and Owner Application Requirements for Existing Housing with Assistance Attached to 25 Percent or Fewer of the Units in a Building

For existing housing developments in the project-based voucher program, which have assistance attached to no more than 25 percent of the development's units, the **FRHA** shall advertise the availability of the project-based assistance. Such advertisements must meet standards comparable to those in 24 CFR 983.51(b); otherwise, section 983.51 does not apply to these projects. Specifically, the **FRHA** will advertise in a newspaper of general circulation that the FRHA will accept applications for assistance for existing housing projects. The advertisement will be published once a week for three consecutive weeks; specify an application deadline of at least 30 days after the date the advertisement is last published; specify the number of units the **FRHA** estimates that it will be able to assist under the funding the **FRHA** is making available for this purpose; and state that only applications submitted in response to the advertisement will be considered. The **FRHA** advertisement will also state the **FRHA's** selection policies. In all cases, the **FRHA** will maintain documentation of responses to advertisements or competitive proposals received in response to the **FRHA** notice.

C. For Existing Housing Developments with More Than 25 Percent Project-Based Units (i.e., At This Time, For the Elderly and Special Populations and Families receiving Supportive Services (as defined in 24 CFR 983.56) and for Newly Constructed or Rehabilitated Units

The **FRHA** will establish policies for public advertisement and competitive selection of units to be assisted with project-based voucher assistance. 24 CFR 983.51 is applicable.

D. 20 Percent Limit

The total cumulative number of project-based units, including units previously placed under HAP in the **FRHA's** project-based certificate program, will not exceed 20 percent of the amount of budget authority allocated to the FRHA by HUD in the FRHA HCV Program.

E. Consistency With the Goals of Deconcentrating Poverty **and Expanding Housing and Economic Opportunities.**

The FRHA's PBA Program will be consistent with the goals of deconcentrating poverty and expanding housing opportunities.

(A) A site for existing or rehabilitated housing must meet the following site and neighborhood standards.

The site must:

(1) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(3) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(4) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(B) A New construction site and neighborhood standards. A site for newly constructed housing must meet the following site and neighborhood standards:

(1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(2) The site must not be located in an area of minority concentration, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(3) A project may be located in an area of minority concentration only if:

(i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

(ii) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

(iii) ``sufficient" does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year, which, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance in any jurisdiction must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

(iv) Units may be considered comparable opportunities, if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent; serve the same income group; are located in the same housing market; and are in standard condition.

(v) Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

(A) A significant number of assisted housing units are available outside areas of minority concentration.

(B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

(C) There are racially integrated neighborhoods in the locality.

(D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.

(E) Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.

(G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

(vi) Application of the “overriding housing needs" criterion, for example, permits approval of sites that are an integral **part** of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the

economic character of the area (a ``revitalizing area"). An ``overriding housing need," however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(5) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(7) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

F. Partially Assisted Building Requirement

The **FRHA will not** enter into an agreement or HAP contract or other binding commitment to provide project-based voucher assistance for more than 25 percent of the units in any one building, except for single-family dwellings and projects for elderly families, disabled families, and other qualifying families as defined in 24 CFR 983.56. In accordance with existing program usage, single family dwellings refer to 1-4 family dwellings.

G. Family Choice to Move With Continued Assistance

The new law provides that assisted families may move from the assisted building, and retain federal housing assistance. For the continued assistance option under new HAP contracts, pursuant to 24 CFR 983.260,, and for families who have occupied a project-based unit for one year, the FRHA will offer tenant-based assistance to the family in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Consistent with the law, the **FRHA** will provide the family with housing choice voucher assistance or such other tenant-based rental assistance that is subject to comparable income, assistance, rent contribution, affordability and other requirements. HUD will set the standards as to what may qualify as comparable assistance by regulation, but, for new HAP contracts incorporating this requirement, the **FRHA** will use voucher assistance available under the ACC to provide tenant-based Assistance for the family. If no such assistance is available at the time the family moves, the **FRHA** will give the family priority to receive the next available tenant-based voucher.

Vouchers under funding allocations targeted by HUD for special purposes (e.g. family unification, mainstream disabled) are not available for this purpose, since they are required to be used only for the targeted purpose.

H. HAP Contract Term

Consistent with the law, a HAP contract between the **FRHA** and an owner of housing under this program may have a duration of up to 10 years (as determined by the **FRHA),** subject to the future availability of sufficient appropriated funds under the **FRHA's** consolidated ACC with HUD. Upon expiration of the HAP contract term and consistent with the law, the **FRHA** may agree with the project-based housing owner to

extend the HAP contract for such period as the **FRHA** determines appropriate to expand housing opportunities (as well as an extension to assure long-term affordability of the housing, as provided under prior law). All HAP contract extensions must be contingent upon the future availability of appropriated funds.

Consistent with the above requirements and within one year of the HAP contract termination, the FRHA may extend the term of the HAP contract for an additional term of five years if the FRHA determines an extension is appropriate to continue to provide affordable housing for low-income families. Subsequent extensions are subject to the same limitations.

In evaluating HAP contract extensions, the FRHA will place emphasis on the following factors:

(1) The extent to which the extension protects previous affordable housing developed under any City of Fall River initiative and those required by law.
(2) The extent to which the extension promotes the provision of secure and affordable rental housing for rent-burdened families.
(3) The extent to which at-risk housing continues to be preserved as affordable housing.
(4) The extent to which the extension benefits affordable housing rental opportunities for families at, or under, 50% of the Area Median Income (AMI)

I. Rent Limits

The new law provides that the HAP contract shall establish gross rents (rent to owner plus the allowance for tenant-paid utilities) that do not exceed 110 percent of the established Fair Market Rent ("FMR") or any HUD-approved "exception payment standard" (i.e., a payment standard amount that exceeds 110 percent of the published FMR) for the area where the housing is located.

If a unit has been allocated a low-income housing tax credit under the Internal Revenue Code of 1986 at 26 U.S.C. 42, but is not located in a "qualified census tract" as defined in the law, the rent to owner may be established at any level that does not exceed the rent charged for comparable units in the same building that receive the tax credit but do not have additional rental assistance.

Within the limitations mentioned above, the initial rent to the owner may differ from payment standard amounts in the payment standard schedule adopted for the **FRHA'S** tenant-based voucher program. However, just as in the regular tenant-based program and the project-based program under prior law, the initial and adjusted rent to owner must be reasonable in relation to rents charged in the private market for comparable unassisted units (see 42 U.S.C. 1437((f) (o)(19)(A).

J. Rent Adjustments During the Term of the HAP Contract

HAP contracts for project-based voucher assistance shall provide for rent adjustments and that the adjusted rent for any assisted unit shall be reasonable in comparison with rents charged for comparable dwelling units in the private, unassisted local market and may not exceed the maximum rent limits permitted under the statutory limitations summarized above. Determination of whether rent is reasonable in relation to comparable units shall be governed by 24 CFR 983.303.

Both the annual and special rent adjustment provisions of 24 CFR 983.301 and at 983.302 are the governing regulations and describe under what conditions (five-percent increase or decrease in the FMR, at the annual anniversary of the HAP contract, etc.) rent adjustments will be made.

K. Family Share of Rent and Housing Assistance Payment

The housing assistance payment and family share of rent are governed under 24 CFR 983.301, 983.302, and 983.353. The basic calculation is the gross rent minus the total tenant payment. The family share is calculated by subtracting the amount of the HAP from the gross rent.

M. Tenant Selection

The FRHA selection system for project-based units will comply with the requirements specified below, which in most respects (except for the income targeting provision) are a codification of present regulatory and contractual requirements.

Income Targeting: The requirements of 42 U.S.C. 1437n(b) and CFR 982.201(b) (2) govern the selection of eligible families for this program, and generally provide that not less than 75 percent of families admitted annually to the FRHA's combined tenant-based and project-based voucher program shall be families whose incomes do not exceed 30 percent of the area median, as determined by HUD.

Applicants may be selected from the **FRHA** waiting list. The **FRHA** will only maintain a separate project-based waiting list if all **FRHA** tenant-based assistance applicants who seek project-based housing can be placed on this list upon request and without penalty to any other application for assisted housing they may have pending. In the case of project-basing into existing housing with eligible families in-place, these families shall receive a super preference for these units. Subject to its waiting list policies and selection preferences specified in the **FRHA** administrative plan, the **FRHA** may place a family referred by an owner of project-based voucher units on its waiting list.

In all cases, the FRHA will administer the project-based waiting list. In the cases of specialized programs (e.g., DMR, DMH) receiving project-based subsidies, the **FRHA** may require that the owner/sponsor/service provider certify applicants as to their programmatic eligibility. In no case will the FRHA allow an owner to maintain the waiting list.

As in the current project-based program, the **FRHA** will refer families to housing units from the waiting list according to its regular applicant selection policies. If an applicant does not rent a unit with project-based assistance, or the owner turns an application down for admission to a project-based unit, the applicant will not be removed from the **FRHA's** tenant-based assistance waiting list for that reason. In this case, the applicant will maintain its position on the list as though no offer of housing had been made.

Vacant units: The HAP contract will be in a form prescribed by HUD. The **FRHA** may enter into such a contract that agrees to provide vacancy payments, pursuant to 24 CFR 983.352, for up to 60 days after a unit becomes vacant, in an amount not to exceed the rent to the owner as provided by the HAP contract on the day the family vacated.

<u>The PHA may only make such payments for a vacant unit if</u>:

1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the dates and other details of the move-out;
2. The owner certifies that vacancy was not the owner's fault and that the unit was actually vacant during the period for which payment is claimed;
3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of any vacancy; and
4. The owner provides any additional information required and requested by the FRHA.

Reduction of Contract Units After Vacancy: Except for units for which a HAP was executed before the effective date of this notice. The new law supersedes 24 CFR 983.152(B) and (C). Instead, the following provisions apply:

If no eligible family rents a vacant unit within 120 days (commencing on the first day on the month when the vacancy occurs, the **FRHA** may terminate its commitment to make any additional housing assistance payments for the unit for the balance of the HAP contract term. The **FRHA** may use the amounts so saved to provide other forms of voucher assistance.

N. Future Modifications to this Addendum

The **FRHA's** PBA Addendum will remain in effect until any new project-based voucher rules have been fully implemented through new regulation.

In the event of changes required to this addendum because of future rulemaking concerning the project-based voucher program, the **PHA** will take all reasonable steps to comply with new rules without jeopardizing actions previously taken that are consistent 24 CFR Part 983.

O. Consistency with 24 CFR Part 983

The FRHA intends that this addendum be consistent with 24 CFR Part 983, Project-Based Voucher Program, Final Rule, as published October 13, 2005.

P. Extremely Low Income Admissions

The FRHA, may at its discretion, require that all admissions to a building or group of buildings accepted into the Project Based Component of our HCVP program be occupants meeting the Extremely Low Income Limits in effect at the time of the occupants admission to the Project Based Component of the program.

Appendix 4

Section 8 Administrative Plan

Homeownership Program

The Fall River Housing Authority (FRHA) has determined that Homeownership opportunities for low income residents are lacking in the City of Fall River. The FRHA) has stated within this Section 8 Administrative Plan the procedures and guidelines that will be followed in creating the Housing Choice Voucher (HCV) homeownership plan. This described plan is in complete compliance with the HCV homeownership regulations 24 CFR 982.625 *et seq.* This Appendix 4 forms the initial basis for going forward with the FRHA HCV homeownership program.

Now, the FRHA wishes to redirect its efforts toward establishing a new Family Self-Sufficiency (FSS) and Section 8 homeownership program as vehicles to facilitate reaching its homeownership goals.

With this in mind the FRHA is adopting the voluntary Homeownership Provisions of the HCV (Section 8) regulations. This homeownership plan will follow the provision of 24 CFR 982. et seq. (as amended November 18, 2002) and be subject to the provisions of this Appendix and the FRHA Section 8 Administrative Plan.

The strategy for a FRHA homeownership program is to create the mechanism to work with HCV (TENANT based) and PH residents to achieve homeownership. The approach calls upon the FRHA to encourage qualified PH residents to feed into the HCV program or other similar HUD supported homeownership effort wherein.

1) FRHA sets specific participation criteria
2) HCV holders are counseled initially by FRHA staff on the program concept: how the HCV program facilitates homeownership
3) PH residents are counseled initially by FRHA staff on the program concept

There are no direct grant funds to make this happen, only grant funds to provide various levels of program support. Such as:

- HUD grant funds that provide staff for the “coordination” of a HCV FSS program.
- HUD grant funds that provide staff for the “coordination” of a public housing FSS program.
- HUD grant funds to provide assistance/support to public housing residents that desire to follow a homeownership path via the FSS approach.

The homeownership strategy will require the FRHA to create a HCV homeownership program following the regulations noted below. FRHA will prepare and submit to HUD, for their approval, a FSS Action Plan (see outline below). This action plan also forms the basis of the FRHA HCV homeownership plan.

SUMMARY OF HCV PROGRAM DEVELOPMENT GUIDE

- The Section 8 homeownership effort is a FRHA option
- There is no separate nor additional funding available from HUD

- The Section 8 homeownership program can be implemented with the inclusion of reference of such within the Annual Plan and Administrative plan (as noted above)
- FRHA must demonstrate capacity (institutional and financial) to administer the effort
    - Concerns about lending abuse
    - Establishes minimum down payment requirement
    - Demonstrates by statement within Annual Plan that it has the capacity. Or will acquire capacity, to successfully operate a homeownership program
- FHRA shall adopt HUD down payment and home financing guidelines
- Payment standard determines maximum subsidy in voucher program
- FRHA uses SAME payment standard for both renters and homeowners

HOUSING CHOICE VOUCHER HOMEOWNERSHIP PLAN OUTLINE
FRHA responsibilities (checklist)

- Screening new and existing section 8 holders for interest in participation
- Screening only first time homeowners
- Screening incomes levels
- Screening for continuity of employment
- Certifying participation in Homeownership counseling program
- Certifying that participant has in the Section 8 program for a minimum of one year
- Certifying participant is in good standing with FRHA and landlord
- Designing and implementing a FSS program
- Identify and hire Homeownership Coordinator
- Identify community partners and establish partnerships (counseling, lenders, mentors)
- Review and approve homeownership counseling program
- Design and facilitate community outreach to: a) interested section 8 voucher holders, and b) realtors/developers/landlords, lenders and social service agencies
- Facilitate community outreach meetings with: a) potential participants, and b)) realtors/developers/landlords, lenders and social service agencies

FRHA financial responsibilities (checklist)

- Housing Assistance Payment (HAP) is calculated as: a) the lesser of: payment standard minus total tenant payment (TTP), b) monthly homeownership expenses minus TTP
- Voucher may not be used for down payment of closing costs (to be verified)
- Lenders must be a qualified lending agency as determined by FRHA
- FRHA cannot specify the use of certain lenders
- FRHA may restrict certain types of financing instruments (balloon or seller financing)
- FRHA can develop financing PARTNERS
- FRHA can disapprove financing based upon determination that applicant family cannot afford option
- Except for elderly/disabled households, welfare assistance may not be considered in determining if family meets requirements
- FRHA may establish minimum income that is higher than HUD limits
- FRHA may establish additional requirements in addition to those set by HUD
- FRHA may set time limits for family to locate and close on the residence
- FRHA may consider existing of new construction units for purchase
- FRHA may disapprove of unit sale

- FRHA may deny approval of unit for purchase for
- FRHA requires two home inspections-Housing Quality Standards and one conducted by a Independent Professional Home Inspector (hired by participant)

Participant responsibilities (checklist)

- Family is responsible for all homeownership expenses not covered by the HAP payment
- Family pays the difference out of pocket in addition to TTP
- Family has no present ownership[interest in another residence
- Full time employment of not less than 30 hours per week
- Continuously employed for at least one year
- Family must participate and satisfactorily complete homeownership counseling program required by FRHA
- FRHA or partners may conduct homeownership counseling course
- Family must provide copy of contract to FRHA prior to sale
- Family complies with terms of mortgage
- Family does not acquire additional residence
- Family reports changes in composition/income
- Family does not sublet/lease
- Family complies with additional FRHA requirements
    - Post purchase counseling
- Family complies with Program regulations with regard to time limits on initial mortgage

Eligibility (982.627)

To eligible for the HOP the participants must meet the following criteria;

(1) The family has been admitted to the Section 8 Housing Choice Voucher program, in accordance with this Administrative Plan.
(2) The family satisfies any first-time homeowner requirements.
(3) The family satisfies the minimum income requirement
(4) The family satisfies the employment requirements
(5) The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
(6) Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
(7) Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with Sec. 982.631(c).
(8) The family also satisfies any other initial requirements established by the FRHA.

The FRHA shall not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

First-time homeowner requirements (982.627)

The Homeownership program is available to participants who at the commencement of homeownership assistance for the family are:

(1) A first-time homeowner (defined at Sec. 982.4);

(2) A cooperative member (defined at Sec. 982.4); or

(3) A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with part 8 of this title.

Minimum income requirements (982.627)

At commencement of monthly homeownership assistance payments for the family, or at the time of a downpayment assistance grant for the family, the family must demonstrate that the annual income is not less than;

(i) In the case of a disabled family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or

(ii) In the case of other families, the Federal minimum wage multiplied by 2,000 hours.

Employment requirements (982.627)

The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

(1) Is currently employed on a full-time basis (the term ``full-time employment'' means not less than an average of 30 hours per week); and

(2) Has been continuously so employed during the year before commencement of homeownership assistance for the family.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the FRHA shall grant an exemption from the employment requirement if the FRHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Eligible units (982.628)

(1) The unit is eligible.

(2) The unit is either under construction or already existing at the time the family enters into the contract of sale.

(3) The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.

(4) The unit has been inspected by a FRHA inspector in the case of units located within the FRHA and by an independent inspector designated by the family jurisdiction or by a independent inspector located in other jurisdictions and approved by FRHA in addition to an independent inspector designated by the family

(5) The unit satisfies the Housing Quality standards (HQS).

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

(1) The home is located on a permanent foundation; and

(2) The family has the right to occupy the home site for at least forty years.

Homeownership counseling (982.630)

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the FRHA. City, regional and state community counseling organizations such as the Fall River Community Development Agency that operates a Homeownership program which meets the requirements of this section and other Counseling Programs must be approved by the FRHA and include the following in its curriculum.

(1) Home maintenance (including care of the grounds);
(2) Budgeting and money management;
(3) Credit counseling;
(4) How to negotiate the purchase price of a home;
(5) How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
(6) How to find a home, including information about homeownership opportunities, schools, and transportation in the FRHA jurisdiction;
(7) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
(8) Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
(9) Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

Home inspections, contract of sale, and FRHA disapproval of seller (982.631).

The FRHA may not commence monthly homeownership assistance payments or provide a downpayment assistance grant for the family until the FRHA has inspected the unit and has determined that the unit passes HQS.

Independent inspection.

(1) The unit must also be inspected by an independent professional inspector selected by and paid by the family.

(2) The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

(3) The independent inspector must provide a copy of the inspection report both to the family and to the FRHA. The FRHA may not commence monthly homeownership assistance payments, or provide a downpayment assistance grant for the family, until the FRHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the FRHA's tenant-based rental voucher program), the FRHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

Contract of sale

(1) Before commencement of monthly homeownership assistance payments or receipt of a downpayment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the FRHA a copy of the contract of sale

(2) The contract of sale must:

(i) Specify the price and other terms of sale by the seller to the purchaser.

(ii) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

(iii) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

(iv) Provide that the purchaser is not obligated to pay for any necessary repairs.

(v) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

FRHA disapproval of seller

In its administrative discretion, the FRHA may deny approval of a seller for any reason provided for disapproval of an owner in Sec. 982.306(c).

Maximum term of homeownership assistance (982.634)

Except in the case of a family that qualifies as an elderly or disabled family shall not receive homeownership assistance for more than:

(1) Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or

(2) Ten years, in all other cases.

The maximum term of assistance does not apply to elderly and disabled families.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced.

Amount and distribution of monthly homeownership assistance payment (982.635)

While the family is residing in the home, the PHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

(1) The payment standard minus the total tenant payment; or

(2) The family's monthly homeownership expenses minus the total tenant payment.

Payment standard for family.

(1) The payment standard for a family is the lower of:

(i) The payment standard for the family unit size; or

(ii) The payment standard for the size of the home.

(2) If the home is located in an exception payment standard area, the FRHA must use the appropriate payment standard for the exception payment standard area.

(3) The payment standard for a family is the greater of:

(i) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the commencement of homeownership assistance for occupancy of the home; or

(ii) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

(4) The FRHA must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to Sec. Sec. 982.402 and 982.503 for the homeownership option as for the rental voucher program.

Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the PHA to cover:

(i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

(ii) Real estate taxes and public assessments on the home;

(iii) Home insurance;

(iv) The FRHA allowance for maintenance expenses;

(v) The PHA allowance for costs of major repairs and replacements;

(vi) The PHA utility allowance for the home;

(vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title; and

(viii) Land lease payments (where a family does not own fee title to the real property on which the home is located; see Sec. 982.628(b)).

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

(i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

(ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

(iii) Home insurance;

(iv) The PHA allowance for maintenance expenses;

(v) The PHA allowance for costs of major repairs and replacements;

(vi) The PHA utility allowance for the home; and

(vii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, the FRHA has the discretion to grant

relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

Denial or termination of assistance for family(982.638)

The FRHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, in accordance with this section.

At any time, the PHA may deny or terminate homeownership assistance in accordance with Sec. 982.552 (Grounds for denial or termination of assistance) or Sec. 982.553 (Crime by family members).

The FRHA may deny or terminate assistance for violation of participant obligations described in Sec. 982.551 or Sec. 982.633.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

(1) The family defaulted on an FHA-insured mortgage; and

(2) The family fails to demonstrate that:

(i) The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and

(ii) The family has moved, or will move, from the home within the period established or approved by HUD.

Homeownership Option: Portability (982.636)

A family may qualify to move outside the initial FRHA jurisdiction with continued homeownership assistance under the voucher program in accordance with this section.

Portability of homeownership assistance

Subject to 982.353(b) and (c), 982.552, and 982.553, a family determined eligible for homeownership assistance by the initial public housing authority may purchase a unit outside of the initial jurisdiction of the housing authority, if the receiving housing authority is administering a voucher homeownership program and is accepting new homeownership families.

Homeownership Option: Administrative Fees (982.639)

The ongoing administrative fee described in 982.153(b) is paid to the housing authority for each month that homeownership assistance is paid by the housing authority on behalf of the family.

RESOLUTION NO. 201

BE IT RESOLVED BY THE MEMBERS OF THE FALL RIVER HOUSING AUTHORITY:

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That the Board of Commissioners of the Fall River Housing Authority hereby adopts the following policies in connection with the Public Housing Management Assessment Program (PHMAP), in accordance with Indicator Number 8 in the PHMAP process relative to Security as all individuals have the right to live in peace and be free from fear, intimidation and abuse; and because of the extraordinary demand for affordable rental housing, public and assisted housing should be assigned to responsible individuals.

Prevention through Screening. The Board of Commissioners hereby adopts the policy of requiring the screening of all applicants for Fall River Housing Authority Federally Aided Housing Programs. Admission will be denied to all applicants who fail the following:

a. A CORI (Criminal Offender Record Information) check will be performed on all applicants and household members who are eighteen (18) years of age or older.

b. Where necessary and appropriate, the Fall River Housing Authority will perform criminal background checks utilizing NCIC (National Criminal Information Center) information available to Public Housing Authorities.

c. Any criminal activity reported that includes crimes to persons or property and other criminal acts, which, if committed while a resident of public housing, would adversely affect the life, health, safety, security, welfare, or peaceful enjoyment of other tenants or adversely affect the physical environment of the resident community or Fall River Housing Authority personnel. Any drug-related activity which serves the Fall River Housing Authority to reasonably believe that the applicant or household member is illegally using, selling or possessing, shall be automatic grounds for rejection of the applicant.

d. All applicants and any household members eighteen (18) years of age or older that have been evicted from public housing or assisted housing under the United States Housing Act of 1937 within the last three (3) years for drug-related criminal activity will be rejected for occupancy.

e. Evidence of the completion of a rehabilitation program may be considered by the Fall River Housing Authority in determining eligibility.

f. Landlord references will be obtained to determine if the applicant exhibits activity which is conducive to the of a public housing residency. Factors to be considered are:

1. Applicants that caused disturbances in a prior residence.
2. Applicant has caused damage or destruction of property in a prior residence.
3. Applicant has had poor housekeeping at a prior residence.
4. Applicant has a history of non payment of rent.
5. Applicant has a history of failing to meet lease terms.

g. If after performing new background checks of applicants, the Fall River Housing Authority reasonably believes that the applicant or household member has a history of alcohol abuse which would interfere with the health, safety or right of peaceful enjoyment of the premises by other residents, the Fall River Housing Authority will reject said applicant for public housing.

h. The Fall River Housing Authority may perform any such credit or tenant history checks that it believes will yield it information on the proposed tenancy of the applicant.

Enforcement of Lease – The Board of Commissioners hereby adopts the policy that the following is to be considered as grounds for the termination of a tenant

a. The Fall River Housing Authority has reasonable cause to believe that the resident engages in drug related criminal activity (42 USC 1437d(l) on or off the premises not just near or on the premises

b. The Fall River Housing Authority has reasonable cause to believe that the resident engages in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Fall River Housing Authority personnel; and

c. The Fall River Housing Authority has reasonable cause to believe that the resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or Fall River Housing Authority personnel.

Tracking of Crime – The Board of Commissioners hereby adopts the policy requiring the Fall River Housing Authority to track crime and crime-related problems in its developments and will track and report incidents of crime to the local police authorities to improve law enforcement and crime prevention. (The Fall River Police Department is currently tracking all crime in our developments and management meets monthly with the Fall River Police Department to report any incidents of crime to the Fall River Police Department.)

FALL RIVER HOUSING RENT POLICIES

The Fall River Housing Authority has analyzed the QWHRA and is implementing the following rent structures for its Federally Aided Developments.

1) Percentage of Income
2) Flat Rents

FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for child care, 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.

THE FORMULA METHOD

The total tenant payment is equal to the highest of:
A. 10% of monthly income;
B. 30% of adjusted monthly income; or
C. The welfare rent which does not currently exist in Massachusetts

The family will pay the greater of the total tenant payment or the minimum rent of $50, but never more than the Flat Rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

MINIMUM RENT

The Fall River Housing Authority has set the minimum rent at $50. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

THE FLAT RENT

The Fall River Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Fall River Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family

The Fall River Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners. Current Flat Rents are attached as Appendix 1.

RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;
B. The family was granted continuation of assistance before November 29, 1996;
C. The family's head or spouse has eligible immigration status; and
D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Fall River Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Fall River Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Fall River Housing Authority. The 95th percentile is called the maximum rent.
B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

FLAT RENTS

FAMILY DEVELOPMENTS

BEDROOMS	Sunset Hill	Heritage Heights	Diafario	Turnkeys
1BR	$385 to $390	$400 to $405	$470 to $475	$470 to $475
2BR	$435 to $440	$470 to $475	$535 to $540	$535 to $540
3BR	$475 to $480	$510 to $515	$570 to $575	$570 to $575
4BR	$510 to $515	$540 to $545	$610 to $615	$610 to $615
5BR	$635 to $640	$665 to $670	$745 to $750	$745 to $750

ELDERLY DEVELOPMENTS

BEDROOM CATEGORY	RENT
0BR	$400 to $405
1BR	$505 to $510
2BR	$570 to $575

(b) Flat rent.
(1) The flat rent is based on the market rent charged for com-parable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.
(2) The PHA must use a reasonable method to determine the flat rent for a unit. To determine the flat rent, the PHA must consider: (i) The location, quality, size, unit type and age of the unit; and (ii) Any amenities, housing services, maintenance and utilities provided by the PHA.
(3) The flat rent is designed to en-courage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.
(4) If the family chooses to pay a flat rent, the PHA does not pay any utility reimbursement.
(5) The PHA must maintain records that document the method used to de-termine flat rents, and also show how flat rents are determined by the PHA in accordance with this method, and document flat rents offered to families under this method.

FALL RIVER HOUSING AUTHORITY
GRIEVANCE PROCEDURE

Part A

1. General Overview

A. Department of Housing and Community and Development (DHCD) regulations (760 CMR 6.08) require each local housing authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality). This policy is applicable to our Federally Assisted Sites and as such where applicable HUD regulations apply to the Grievance being considered.

B. A grievance is defined as: (1) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member; (2) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00.

C. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the LHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

2. Initiation of a Grievance

A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) or delivered to the Fall River Housing Authority (FRHA) at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the FRHA.

B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, in writing, and shall be mailed (postmarked) or delivered to the FRHA at its main office within seven (7) days after a notice of program termination has been given to the tenant by the FRHA.

C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the FRHA at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the FRHA shall have discretion to permit a grievance to be initiated late.

D. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the FRHA's notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the FRHA shall credit the tenant with any amounts paid but determined not to have been due.

E. The FRHA shall permit additional time for initiation of a grievance if the FRHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the FRHA. The FRHA shall have available forms on which a grievance may be initiated.

3. Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, the FRHA's Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The FRHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the FRHA. At the informal settlement conference, the FRHA and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the FRHA and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

4. Right to a Hearing

A. The FRHA's hearing panel shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances.~

(1) in the event of non-payment of rent;
(2) in the event the FRHA has reason to believe that tenant or household member:
a. has unlawfully caused serious physical harm to another tenant or employee of the FRHA or any other person lawfully on the FRHA's property;
b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an FRHA employee or any person lawfully on the FRHA's property;
c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the FRHA or of any person lawfully on the FRHA's property, if such conduct involved a serious threat to the health or safety of any such person;
d. has unlawfully possessed, carried or kept a weapon on or adjacent to the FRHA's property in violation of MGL c.269 §10;
e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to

FRHA's property or has otherwise violated MGL c.266 §~101, 102, 102Aor 102B;

f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in MGL, c.94C §31, on or adjacent to the FRHA's property;

g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an FRHA employee, or any person lawfully on the FRHA's property, or

h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL, c139, §19; or

(3) in the event the FRHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (2) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

5. Hearing Date and Notice of Hearing

A. The FRHA shall schedule of a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the FRHA receives the grievance. At such time, the FRHA shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination.

The FRHA shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the FRHA has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the FRHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the FRHA's favor.

B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance. The FRHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

C. The FRHA or the Presiding Member may reschedule a hearing by agreement of the FRHA and the grievant; or upon a showing by the grievant or by the FRHA that rescheduling is reasonably necessary.

6. Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing the FRHA shall give the grievant or his or her representative a reasonable opportunity to examine FRHA documents which are directly relevant to the grievance. Following a timely request, the FRHA shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive charge for the copies.

7. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The FRHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the FRHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

8. Procedure at Grievance Hearings

The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the FRHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and FRHA rules and policies. The panel members may request the FRHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the FRHA until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the FRHA's offices.

9. Written Decision by the Grievance Panel

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing panel shall provide the FRHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing panel at its request. The FRHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the FRHA and shall be open to public inspection.

10. Review by the FRHA's Board

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a

lease, there shall be no review by the FRHA's Board. In other cases, in the event that the grievant or the FRHA believes that: (a) the decision of the hearing panel is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the FRHA may request review of the decision by the FRHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the FRHA and grievant to make oral presentations and/or submit documentation. The Board may also permit. the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

11. Review by the Department of Housing and Community Development

In the event that the FRHA's Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. DHCD shall mail copies of its decision to the FRHA and the grievant or to their attorneys.

12. Effect of a Decision on a Grievant

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the FRHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the FRHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the FRHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Part B

1. Five Member Hearing Panel

All grievance hearings and determinations of a matter subject to this grievance procedure shall be handled by a five member hearing panel except as otherwise provided herein. Two members (and an alternate member to serve in the event of the member's unavailability for a hearing) shall be chosen by the FRHA and two members (and such an alternate member) shall be chosen by the Fall River Joint Tenants Council (FRJTC). The fifth member (and such an alternate member) shall be chosen by agreement of the other four members. The fifth member (including the alternate member) shall not be a board member of the FRHA or an officer of an FRJTC. Whenever a member (including an alternate member) is chosen, notice of the choice shall be given to the member and shall specify the term, not to exceed seven years, for

which the member so chosen shall serve. A copy of the notice shall be given to the FRHA (if the FRJTC made the choice) or to the FRJTC(s) (if the FRHA made the choice). Each member so chosen shall mail or deliver his or her written acceptance to the FRHA promptly after being chosen. The FRHA shall maintain all such notices and acceptances in its files.

A hearing panel so chosen shall serve all tenants of state-aided public housing represented by the FRJTC(s) in the city or town as well as those who are unrepresented by an FRJTC and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the FRHA.

Each member (including each alternate member) shall annually certify to the FRHA in writing that he or she is ready, willing and able to serve; failure to certify within ten (10) days of receipt of a written request by the FRHA shall render the member's position vacant. Upon a vacancy, however created, a new member shall be appointed in the same manner as the previous member was appointed. The FRHA shall maintain all such certifications in its files.

2. Impartiality of Members

No member of a hearing panel, or a member of his or her family, which is to determine a particular matter, shall have or shall appear to have any direct personal or financial interest in the outcome. No member of a hearing panel, which is to determine a particular matter, shall be related by blood or marriage to any party or to any person who is the source of evidence as to facts that are disputed by the parties. No member may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing.

Each member of the hearing panel shall determine any matter at issue impartially and objectively. Any panel member, who shall be or shall appear to be unable to determine any particular matter impartially or objectively on the basis of the evidence and applicable law, shall remove himself or herself as a member of the panel hearing the particular matter, whether requested or no. If he or she fails to do so, he/she shall be removed from the panel by the Presiding Member upon written objection by the FRHA, any affected LID, or the person who requested the hearing. Any member of a hearing panel who shall willfully obstruct prompt and reliable determination of any matter before the panel shall be removed from the panel for that hearing by the Presiding Member upon such an objection.

3. Removal of a Member

A member (including an alternate member) may be permanently removed as a member at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality. The FRHA may remove the member which the FRHA appointed and the LID(s) may remove the member which the LID(s) appointed, after notice to the member and the opportunity for him or her to be heard. The FRHA and the LID(s) may jointly remove the member (or alternate) appointed by agreement of their appointees, after such notice and opportunity to be heard. If the FRHA and FRJTC(s) fail to agree on removal of a member chosen by agreement of their appointees, DHCD may remove that member for cause upon written request by either the FRHA or an LTD. The written request to DHCD shall contain a detailed specification of charges. DHCD's decision whether to remove a member shall be in writing mailed to the member, the

FRHA and the affected LID(s). Prior to removing a member for cause, DHCD shall give the member, the FRHA and all affected LID(s) the opportunity to be heard. If a written specification fails to detail good and significant cause for removal, DHCD shall deny a request for removal without a hearing.

4. Designation of a Presiding Member

Following their appointment a majority of the members (including alternate members) shall designate in writing one member to be the Presiding Member, who shall preside at grievance hearings or shall designate some other member to do so if he or she shall be absent. A majority of the members may designate in writing a different Presiding Member at any time. Written notice of the designation of a Presiding Member shall be given to the FRHA and the FRJTC(s).

5. Scheduling

The FRHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The FRHA shall consult each panel member and insofar as reasonably possible shall schedule hearings at times convenient for him or her or for his or her alternate.

6. Quorum

Reasonable efforts shall be made to have a five member panel hear and decide each grievance. If a panel member without adequate notice to the FRHA fails to appear on a scheduled hearing date, or, if a panel member and his or her alternate are both not available at any time reasonably convenient for the other panel members, two members shall constitute a quorum and may render a decision. If a panel member removes himself or herself or is removed after a grievance hearing has been held on a grievance, the remaining four members may render a decision on the grievance.

ADDENDUM 1

TO GRIEVANCE PROCEDURE

PROVISIONS FOR FEDERAL SITES

A) This grievance procedure will not pertain to cases where the resident is in violation of the Authority's One Strike Rule. Specifically where:

1) The Authority has reasonable cause to believe that the resident engages in drug related criminal activity (42 USC 1437d(1) on or off the premises not just near the premises.

2) The Authority has reasonable cause to believe that the resident engages in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority personnel.

3) The Authority has reasonable cause to believe that the resident abuses alcohol in such a way that interfers with the safety, health, safety or right to peaceful enjoyment of the premises by other residents or Authority personnel.

4) If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

In cases 1, 2, 3 and 4 above the Authority may proceed with the eviction without going through the normal grievance process.

B) Termination of Assistance under the Sec 8 Housing Choice Voucher Program. This procedure shall govern the termination of assistance for a participant under the Section 8 – Housing Choice Voucher Program. The FRHA Section 8 Administrative Plan details the Policies and Procedures of the Section 8 Program as well as the applicable procedures for termination of assistance.

Grievances pertaining to fraud or failure to honor repayment agreements will end with the decision by the hearing officer at the Informal hearing. The Grievance Panel will be informed of these cases and our determination that they represent Fraud or failure to honor repayment agreements and as such are not subject to Grievance Hearings.

Fraud is defined as the intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled. It is also defined as deceit, trickery, or breach of confidence perpetrated for profit or to gain some unfair or dishonest advantage.

If any member of the household is subject to a lifetime registration requirement under a State sexoffender registration program, the household will be subject to termination of assistance without a Grievance Hearing. The Panel will be informed of these cases and our determination that they are not subject to Grievance Hearings.

ADDENDUM 2

TO GRIEVANCE PROCEDURE

FALL RIVER HOUSING AUTHORITY

GRIEVANCE PANEL COMPOSITION

AS OF JANUARY 1, 2011

FALL RIVER JOINT TENANTS COUNCIL, INC.

Muriel Berryman

Charles Turcotte

FALL RIVER HOUSING AUTHORITY

Rita Lebeau

Amy Morin

ALTERNATES FOR FRJTC

Donald Keyser

Norma Bednarz

ALTERNATES FOR FRHA

Marie Afonso

Martha Gallagher

2ND ALTERNATE FOR FRJTC

William H. King, Sr.

INDEPENDENT

Kay Gonsalves

ALTERNATES FOR INDEPENDENT

Claudia Mello

Ed Gagnon

ADDENDUM 3

TO GRIEVANCE PROCEDURE

Review of Appeals to FRHA Board

The FRHA Board of Commissioners appoints a Committee to review all requests for an appeal of any grievance panel decision to the Board.

Said committee will make a recommendation to the Board as to whether the Tenant is entitled to a hearing pursuant to Part A Section 10.

This Committee shall also review all requests for appeal to the Board of Commissioners to determine if the specific grievance may be resolved without a formal board hearing.

The makeup of the Committee will be as follows;

1) FRHA Board Member representing Tenants
2) Executive Director
3) Deputy Executive Director

ADDENDUM 4

FALL RIVER HOUSING AUTHORITY
GRIEVANCE PANEL DECISION/AGREEMENT
Date ____/____/____

Grievant_____

This form must be filled out for all Grievance Panel Decisions. In cases where the eviction is stayed the Grievant must agree to the conditions listed below.

The Fall River Housing Authority Grievance panel has heard the case presented by the FRHA and the defense of the Grievant.

After due consideration the Grievance Panel has decided as follows;

☐ The FRHA has proven its case and may proceed with Eviction for the violations listed below

☐ The FRHA has not proven its case and may not proceed with Eviction

☐ The FRHA has proven its case – the Panel however has decided that the Eviction should be stayed with the following conditions and contingent up on the Grievant agreeing to the terms contained herein._____

_____

_____

_____

_____

_____

_____

_____

_____

I (We), _____, the Grievant , having familiarized myself with the facts and agreement contained above do hereby acknowledge that the FRHA has proven sufficient cause to proceed with my eviction. I (We) further agree that the FRHA may immediately bring action against me in the appropriate legal venue should I violate any of the terms considered in this agreement and without any requirement or right of appeal to the Grievance Panel. (only pertains to contingent decisions)

Signed_____/__/__ Signed_____/__/__
Grievant Date Chairperson Date

FALL RIVER HOUSING AUTHORITY
GRIEVANCE PROCEDURE

Part A

1. General Overview

A. Department of Housing and Community and Development (DHCD) regulations (760 CMR 6.08) require each local housing authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality). This policy is applicable to our Federally Assisted Sites and as such where applicable HUD regulations apply to the Grievance being considered.

B. A grievance is defined as: (1) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member; (2) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00.

C. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the LHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

2. Initiation of a Grievance

A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) or delivered to the Fall River Housing Authority (FRHA) at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the FRHA.

B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, in writing, and shall be mailed (postmarked) or delivered to the FRHA at its main office within seven (7) days after a notice of program termination has been given to the tenant by the FRHA.

C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the FRHA at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the FRHA shall have discretion to permit a grievance to be initiated late.

D. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the FRHA's notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the FRHA shall credit the tenant with any amounts paid but determined not to have been due.

E. The FRHA shall permit additional time for initiation of a grievance if the FRHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the FRHA. The FRHA shall have available forms on which a grievance may be initiated.

3. Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, the FRHA's Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The FRHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the FRHA. At the informal settlement conference, the FRHA and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the FRHA and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

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A. The FRHA's hearing panel shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances.~

(1) in the event of non-payment of rent;
(2) in the event the FRHA has reason to believe that tenant or household member:
a. has unlawfully caused serious physical harm to another tenant or employee of the FRHA or any other person lawfully on the FRHA's property;
b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an FRHA employee or any person lawfully on the FRHA's property;
c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the FRHA or of any person lawfully on the FRHA's property, if such conduct involved a serious threat to the health or safety of any such person;
d. has unlawfully possessed, carried or kept a weapon on or adjacent to the FRHA's property in violation of MGL c.269 §10;
e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to

FRHA's property or has otherwise violated MGL c.266 §~101, 102, 102Aor 102B;

f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in MGL, c.94C §31, on or adjacent to the FRHA's property;

g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an FRHA employee, or any person lawfully on the FRHA's property, or

h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL, c139, §19; or

(3) in the event the FRHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (2) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

5. Hearing Date and Notice of Hearing

A. The FRHA shall schedule of a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the FRHA receives the grievance. At such time, the FRHA shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination.

The FRHA shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the FRHA has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the FRHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the FRHA's favor.

B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance. The FRHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

C. The FRHA or the Presiding Member may reschedule a hearing by agreement of the FRHA and the grievant; or upon a showing by the grievant or by the FRHA that rescheduling is reasonably necessary.

6. Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing the FRHA shall give the grievant or his or her representative a reasonable opportunity to examine FRHA documents which are directly relevant to the grievance. Following a timely request, the FRHA shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive charge for the copies.

7. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The FRHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the FRHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

8. Procedure at Grievance Hearings

The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the FRHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and FRHA rules and policies. The panel members may request the FRHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the FRHA until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the FRHA's offices.

9. Written Decision by the Grievance Panel

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing panel shall provide the FRHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing panel at its request. The FRHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the FRHA and shall be open to public inspection.

10. Review by the FRHA's Board

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a

lease, there shall be no review by the FRHA's Board. In other cases, in the event that the grievant or the FRHA believes that: (a) the decision of the hearing panel is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the FRHA may request review of the decision by the FRHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the FRHA and grievant to make oral presentations and/or submit documentation. The Board may also permit. the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

11. Review by the Department of Housing and Community Development

In the event that the FRHA's Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. DHCD shall mail copies of its decision to the FRHA and the grievant or to their attorneys.

12. Effect of a Decision on a Grievant

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the FRHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the FRHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the FRHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Part B

1. Five Member Hearing Panel

All grievance hearings and determinations of a matter subject to this grievance procedure shall be handled by a five member hearing panel except as otherwise provided herein. Two members (and an alternate member to serve in the event of the member's unavailability for a hearing) shall be chosen by the FRHA and two members (and such an alternate member) shall be chosen by the Fall River Joint Tenants Council (FRJTC). The fifth member (and such an alternate member) shall be chosen by agreement of the other four members. The fifth member (including the alternate member) shall not be a board member of the FRHA or an officer of an FRJTC. Whenever a member (including an alternate member) is chosen, notice of the choice shall be given to the member and shall specify the term, not to exceed seven years, for

which the member so chosen shall serve. A copy of the notice shall be given to the FRHA (if the FRJTC made the choice) or to the FRJTC(s) (if the FRHA made the choice). Each member so chosen shall mail or deliver his or her written acceptance to the FRHA promptly after being chosen. The FRHA shall maintain all such notices and acceptances in its files.

A hearing panel so chosen shall serve all tenants of state-aided public housing represented by the FRJTC(s) in the city or town as well as those who are unrepresented by an FRJTC and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the FRHA.

Each member (including each alternate member) shall annually certify to the FRHA in writing that he or she is ready, willing and able to serve; failure to certify within ten (10) days of receipt of a written request by the FRHA shall render the member's position vacant. Upon a vacancy, however created, a new member shall be appointed in the same manner as the previous member was appointed. The FRHA shall maintain all such certifications in its files.

2. Impartiality of Members

No member of a hearing panel, or a member of his or her family, which is to determine a particular matter, shall have or shall appear to have any direct personal or financial interest in the outcome. No member of a hearing panel, which is to determine a particular matter, shall be related by blood or marriage to any party or to any person who is the source of evidence as to facts that are disputed by the parties. No member may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing.

Each member of the hearing panel shall determine any matter at issue impartially and objectively. Any panel member, who shall be or shall appear to be unable to determine any particular matter impartially or objectively on the basis of the evidence and applicable law, shall remove himself or herself as a member of the panel hearing the particular matter, whether requested or no. If he or she fails to do so, he/she shall be removed from the panel by the Presiding Member upon written objection by the FRHA, any affected LID, or the person who requested the hearing. Any member of a hearing panel who shall willfully obstruct prompt and reliable determination of any matter before the panel shall be removed from the panel for that hearing by the Presiding Member upon such an objection.

3. Removal of a Member

A member (including an alternate member) may be permanently removed as a member at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias, or partiality. The FRHA may remove the member which the FRHA appointed and the LID(s) may remove the member which the LID(s) appointed, after notice to the member and the opportunity for him or her to be heard. The FRHA and the LID(s) may jointly remove the member (or alternate) appointed by agreement of their appointees, after such notice and opportunity to be heard. If the FRHA and FRJTC(s) fail to agree on removal of a member chosen by agreement of their appointees, DHCD may remove that member for cause upon written request by either the FRHA or an LTD. The written request to DHCD shall contain a detailed specification of charges. DHCD's decision whether to remove a member shall be in writing mailed to the member, the

FRHA and the affected LID(s). Prior to removing a member for cause, DHCD shall give the member, the FRHA and all affected LID(s) the opportunity to be heard. If a written specification fails to detail good and significant cause for removal, DHCD shall deny a request for removal without a hearing.

4. Designation of a Presiding Member

Following their appointment a majority of the members (including alternate members) shall designate in writing one member to be the Presiding Member, who shall preside at grievance hearings or shall designate some other member to do so if he or she shall be absent. A majority of the members may designate in writing a different Presiding Member at any time. Written notice of the designation of a Presiding Member shall be given to the FRHA and the FRJTC(s).

5. Scheduling

The FRHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The FRHA shall consult each panel member and insofar as reasonably possible shall schedule hearings at times convenient for him or her or for his or her alternate.

6. Quorum

Reasonable efforts shall be made to have a five member panel hear and decide each grievance. If a panel member without adequate notice to the FRHA fails to appear on a scheduled hearing date, or, if a panel member and his or her alternate are both not available at any time reasonably convenient for the other panel members, two members shall constitute a quorum and may render a decision. If a panel member removes himself or herself or is removed after a grievance hearing has been held on a grievance, the remaining four members may render a decision on the grievance.

ADDENDUM 1

TO GRIEVANCE PROCEDURE

PROVISIONS FOR FEDERAL SITES

A) This grievance procedure will not pertain to cases where the resident is in violation of the Authority's One Strike Rule. Specifically where:

1) The Authority has reasonable cause to believe that the resident engages in drug related criminal activity (42 USC 1437d(1) on or off the premises not just near the premises.

2) The Authority has reasonable cause to believe that the resident engages in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority personnel.

3) The Authority has reasonable cause to believe that the resident abuses alcohol in such a way that interfers with the safety, health, safety or right to peaceful enjoyment of the premises by other residents or Authority personnel.

4) If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

In cases 1, 2, 3 and 4 above the Authority may proceed with the eviction without going through the normal grievance process.

B) Termination of Assistance under the Sec 8 Housing Choice Voucher Program. This procedure shall govern the termination of assistance for a participant under the Section 8 – Housing Choice Voucher Program. The FRHA Section 8 Administrative Plan details the Policies and Procedures of the Section 8 Program as well as the applicable procedures for termination of assistance.

Grievances pertaining to fraud or failure to honor repayment agreements will end with the decision by the hearing officer at the Informal hearing. The Grievance Panel will be informed of these cases and our determination that they represent Fraud or failure to honor repayment agreements and as such are not subject to Grievance Hearings.

Fraud is defined as the intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled. It is also defined as deceit, trickery, or breach of confidence perpetrated for profit or to gain some unfair or dishonest advantage.

If any member of the household is subject to a lifetime registration requirement under a State sexoffender registration program, the household will be subject to termination of assistance without a Grievance Hearing. The Panel will be informed of these cases and our determination that they are not subject to Grievance Hearings.

ADDENDUM 2

TO GRIEVANCE PROCEDURE

FALL RIVER HOUSING AUTHORITY

GRIEVANCE PANEL COMPOSITION

AS OF JANUARY 1, 2011

FALL RIVER JOINT TENANTS COUNCIL, INC.

Muriel Berryman

Charles Turcotte

FALL RIVER HOUSING AUTHORITY

Rita Lebeau

Amy Morin

ALTERNATES FOR FRJTC

Donald Keyser

Norma Bednarz

ALTERNATES FOR FRHA

Marie Afonso

Martha Gallagher

2ND ALTERNATE FOR FRJTC

William H. King, Sr.

INDEPENDENT

Kay Gonsalves

ALTERNATES FOR INDEPENDENT

Claudia Mello

Ed Gagnon

ADDENDUM 3

TO GRIEVANCE PROCEDURE

Review of Appeals to FRHA Board

The FRHA Board of Commissioners appoints a Committee to review all requests for an appeal of any grievance panel decision to the Board.

Said committee will make a recommendation to the Board as to whether the Tenant is entitled to a hearing pursuant to Part A Section 10.

This Committee shall also review all requests for appeal to the Board of Commissioners to determine if the specific grievance may be resolved without a formal board hearing.

The makeup of the Committee will be as follows;

1) FRHA Board Member representing Tenants
2) Executive Director
3) Deputy Executive Director

ADDENDUM 4

FALL RIVER HOUSING AUTHORITY
GRIEVANCE PANEL DECISION/AGREEMENT
Date ____/____/____

Grievant_____

This form must be filled out for all Grievance Panel Decisions. In cases where the eviction is stayed the Grievant must agree to the conditions listed below.

The Fall River Housing Authority Grievance panel has heard the case presented by the FRHA and the defense of the Grievant.

After due consideration the Grievance Panel has decided as follows;

☐ The FRHA has proven its case and may proceed with Eviction for the violations listed below

☐ The FRHA has not proven its case and may not proceed with Eviction

☐ The FRHA has proven its case – the Panel however has decided that the Eviction should be stayed with the following conditions and contingent up on the Grievant agreeing to the terms contained herein._____

_____

_____

_____

_____

_____

_____

_____

_____

I (We), _____, the Grievant , having familiarized myself with the facts and agreement contained above do hereby acknowledge that the FRHA has proven sufficient cause to proceed with my eviction. I (We) further agree that the FRHA may immediately bring action against me in the appropriate legal venue should I violate any of the terms considered in this agreement and without any requirement or right of appeal to the Grievance Panel. (only pertains to contingent decisions)

Signed_____/__/__ Signed_____/__/__
Grievant Date Chairperson Date

PEST CONTROL POLICY

The Fall River Housing Authority recognizes the importance of pest and vermin control in providing a living environment of adequate health and safety for its residents. To achieve this control the authority has adopted a pest control policy that will be implemented by the Director of Management.

PEST CONTROL AND EXTERMINATION

The Fall River Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Authority has determined that the most cost-effective way of delivering the treatments is the use of a licensed private contractor.

The extermination plan will requires that the Contractor visit each site once per week on a schedule determined by the Director of Field Operations or his/her designee. Director of Field Operations or his/her designee shall make sure that this schedule provides adequate treatment to address any existing infestation. Special attention shall be paid to cockroaches and bedbugs. The schedule includes frequency and locations of treatment. Different schedules may be required for each property. Additional treatments may be required at times other than the scheduled visits and the individual Site Managers inform the extermination contractor of the specific additional needs and arrange for proper treatment.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

Management will work closely with residents that are physically or emotionally unable to comply with the necessary preparation to ensure effective treatment. Failure to prepare or allow access constitutes a health and safety violation for the residents of the development. If able residents do not comply by adequately preparing for extermination, they will be fined for noncompliance. The charge for failure to allow access to exterminators or failure to prepare shall be $75.00. If noncompliance continues beyond one instance, lease enforcement proceedings will commence and continue until compliance is achieved.

Payment Standards
Section 8 Program

BR SIZE	New Payment Standard	Percent of FMR	New FMR
0 BR	***$724***	***102%***	$710
1 BR	***$805***	***102%***	$790
2 BR	***$955***	***105%***	$910
3 BR	***$1,130***	***104%***	$1,087
4 BR	***$1,434***	***107%***	$1,341

The City of Fal l River is included in the Providence and Warwick, Rhode Island statistical area for determination of Income Limits and FMR's.

The market for Fall River is distinct from the Providence and Warwick markets. Fall River has a significant vacancy problem. The vacancy rate in the core city has decreased and there is continuing pressure to pay increased rents..

Our knowledge of the local market in summarized in the rent chart as shown above.

The rent reasonableness is factored into all decisions on what rent applies to any given unit but apartments in the City can be reasonable categorized in the rates reflected in the Payment Standards as shown above.

These payment standards were adopted by the FRHA Board on October 12, 2011 and are effective on January 1, 2012.

Last years Payment Standard & Info

BR SIZE	***New Payment Standard***	***Percent of FMR***	***New FMR***
0 BR	***$720***	***94%***	***$762***
1 BR	***$802***	***95%***	***$848***
2 BR	***$943***	***97%***	***$977***
3 BR	***$1,116***	***96%***	***$1,168***
4 BR	***$1,419***	***99%***	***$1,440***

PET POLICY

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority in the City of Fall River, Massachusetts. The Fall River Police Department and Fall River Dog Officer shall have responsibility for enforcement of applicable city ordinances. The manager of each of the Authority's public housing developments shall have primary responsibility for enforcing the guidelines in this Pet Policy. Rules and regulations of pet ownership and maintenance and enforcement, including any changes thereto, will be posted in the management office of each housing development which it owns and shall inform all registered pet owners of any changes in such rules and regulations.

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals approved by ADA (seeing eye dogs, etc.) are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Permission to own and keep a specific pet will not be unreasonably withheld. Approval for pet ownership will be based on, among other things, the resident's demonstration that he/she has the physical and financial capability to care for the pet and certification that he/she will abide by the following guidelines concerning pet ownership and pet maintenance:

1. All pets must be registered with the Housing Authority. Tenants must request in writing permission to have a pet, residents will then receive a written permit ***prior*** to any animal being kept on or about the premises. Management reserves the right to check references for previous pet guardianship to confirm that the resident has demonstrated that she/he has been a responsible pet guardian. Residents will receive a certificate and ID TAG from FRHA management for the animal after completing and submitting the required documentation (see #5). Animal must wear tag at all times. The privilege of having an animal may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive, is a nuisance, or infringes the safety of others. (Form A)

2. No pet sitting is allowed for any animals. No visitor is allowed to bring his or her pet to FRHA property. Any animal on FRHA property at anytime must be pre-registered to management. No exceptions.

3. From the date of adoption of this pet policy by the FRHA, said policy will remain as is until March 31, 2013, for state family developments, at which time FRHA will reconvene with the representatives of the RAB to further discuss and deliberated the no pet policy in state family developments. At the time, if a no pet policy is implemented, the grandfather clause will be initiated. Residents would then have to complete a grandfather clause form to keep his/her pet. (Form B)

4. A maximum number of one pet per household is permitted. Two (2) aquariums – one not to exceed twenty (20) gallons in capacity and the other not to exceed ten (10) gallons – may be permitted. Many fish are acceptable, but no more than (2) two birds (no birds of prey e.g. eagles, hawks, falcons), may be kept if they do not create a nuisance as determined by Housing Management. Birds must be confined to a cage at all times, unless exercised during controlled conditions in resident pet owner's apartment.

5. The tenant is responsible to give management the following documentation within 30 days of the issuance of the written approval: (Form C & D)

    A. A color photo and identifying description and name of the pet to be housed.
    B. The attending veterinarian's name, address, and telephone number.
    C. Veterinary certificate of spaying or neutering, no later than six (6) months of age. Rabies, distemper, parvovirus, feline leukemia, and other inoculations when applicable.
    D. Licensing certificates in accord with state and local laws.
    E. Name, addresses and phone numbers of two (2) a primary and alternate caretaker who will assume immediate responsibility for the pet should the owner is unable to care for pet. This caretaker must provide a written verification acknowledging their willingness to assume responsibility for the pet in compliance with the guidelines established in this Pet Policy.
    F. A Pet Rider or Addendum to the resident's current lease executed by the resident.

6. Only common household pets (dogs, cats, birds, guinea pigs, gerbils, hamsters, and other common small domesticated animals, ferrets are not considered a common household pet) will be approved by the FRHA for ownership and maintenance. No vicious or intimidating dogs (Shar-pei, Chow Chow, Terriers, (Boston, Wheaten, Con Terriers are allowed) Pit Bull, Doberman, German Shepherd, Rottweiler, any mixture of said mentioned, or any animal over 40 lbs. The forty (40) pound weight limit shall apply to the size for an animal in normally good condition. Animals over this weight limit due to weight gain will not be eliminated solely due to its weight. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fights trained dogs, will not be allowed. No snakes, iguanas, or any type of reptile are allowed. The FRHA shall be the final arbiter on this matter.

7. If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities at the resident's expense, that is subject to the provision of state law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances. If the primary caretakers designated by the pet owner is unable or unwilling to assume responsibility for the pet upon the incapacitation of the owner and the owner is unable to locate an alternate caretaker within twenty-four (24) hours, the Authority may enter the owner's unit, remove the pet, and arrange for the pet's care for no less than ten (10) days to protect the pet. Funds for such care will be billed to the resident (see #8). The Authority may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the pet if a caretaker cannot be located.

8. If animal control officer removes any pet, resident will be fully responsible for fees associated with removal and care of said animal. FRHA or Animal Control Officer reserves the right to remove said animal if safety of residents, concern of property and care of animal is in question.

9. No pet may be kept in violation of humane or health laws.

10. Management reserves the right to require animal guardians to relocate to a comparable unit on the ground floor or other suitable unit of their building base upon written complaints concerning; 1) the behavior of the dog/cat (etc.) in the elevator or hallways: or 2) the documented medical conditions of resident(s) affected by the presence of the animal. Designated elevator use will be the ONLY elevators used by pet guardians when they are with their pets.

11. Dogs and cats shall remain inside a tenant's unit. When taken outside the unit, dogs and cats must be kept on a leash, controlled by a responsible household member. No animal shall be permitted to be loose in hallways, lobby areas, cellar, basement, laundry areas, community rooms, yards or other common areas of the facility. Pets are not to be tied outside or on the patio.

12. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor become unsightly or unsanitary. Residents are solely responsible for cleaning up pet (dog, cat, etc.) droppings, outside the unit and on facility grounds. Droppings of pets must be disposed of by being placed in a sack and then placed in a refuse container outside the building. In a high-rise facility residents are responsible to dispose pet waste properly in a sealed sack and placed in the refuse drop in hallway. Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Residents will be responsible for the cost of repairs or replacements of any damaged toilets or pipes. Tenant must take all necessary precautions to eliminate any pet odors and insect infestation within or around unit and maintain unit in a sanitary condition at all times (see # 17).

13. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

14. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.

15. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing Authority.

16. Management has the right to make a home visit to observe the pet, the quarters in which it is kept, and the condition of the unit when proper notice is given or under unique circumstances.

17. Pet guardians are encouraged to secure personal liability insurance or other insurance to indemnify the property management against pet-related litigation and attorney fees. Tenant is responsible for all damages and actions done by their pet and will pay for all repairs and misgivings. Any sums necessary to repair (cleaning of carpets and /or fumigation of units etc.) such damage will be billed to the pet guardian. Tenants are responsible for materials/labor on all damages caused by their pets. Damage payment plans may be negotiated between the Authority and the pet owner at the FRHA's discretion. Disputes concerning the amount of such damages are subject to the standard grievance procedures described in the owner's lease.

18. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 30 days of notice by the Housing Authority; and/or, (b) eviction.

Management will establish a pet committee for resolving complaints consisting of three (3) members: one (1) resident who is a pet guardian, one (1) resident who is not a pet guardian and one (1) local interested humane group member or veterinarian. Complaints must be in writing, all written complaints shall be referred to the pet committee for resolution. The pet committee to verbal or unsigned complaints shall give no credence. Management will also inform the pet guardian of any other rule infractions and will duly notify the pet committee for attempted resolution.

- Upon second notice of a written legitimate complaint from the pet committee to the pet guardian, the resident shall be advised that a further notice shall be cause for termination of the pet rider provisions; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

Resident has received a copy of the FRHA pet policy. The pet policy rules and regulations have been explained to the tenant by the FRHA management. The tenant understands the above regulations regarding pets and agrees to conform to the FRHA pet policy.

The resident at the time of signing this agreement has a pet_____.
Signature of resident

The resident at the time of signing this agreement does not have a pet_____.
Signature of resident

_____ _____
Tenant Signature Date

_____ _____
Witness Signature Date

Form A

FALL RIVER HOUSING AUTHORITY
APPLICATION FOR PET PERMIT

I am officially requesting permission of the Fall River Housing Authority to house a pet in accord with the Family Housing Pet Policy promulgated by the Fall River Housing Authority. I have received a copy of this pet policy, understand all of my right and obligations under this pet policy, and agree to abide by all of the rules listed in the pet policy.

I understand and agree that I will not house a pet until such time as my application for pet permit has been reviewed and formally approved in writing by the Fall River Housing Authority.

I am requesting permission to house the following pet:

(Identify breed and describe pet fully, including current size/weight of pet, and projected size/weight of pet at maturity)

THIS SECTION MUST BE COMPLETED/SIGNED BY VETERNARIAN/ANIMAL SHELTER

Breed: _____
(please make reference to reverse side)

Current size/wgt: _____ Projected size/wgt: _____

Description: _____

_____

_____

_____
Signature

Tenant Information

Name: _____ _____

Address: _____

Apartment No: _____

Telephone No: _____

Date: _____

"GRANDFATHER" CLAUSE (dated 11/10/2001)

This grandfather clause is added as an addendum to the attached pet policy for …

_____ and
(resident)

_____ on
(management)

Pets of residents that do not conform to the attached pet policy (for example, multiple animals in excess of the policy or types of animals not allowed by policy), that reside with the resident prior to the adoption of the attached pet policy, are allowed, provided that the resident conforms with all other aspects of the pet policy for each pet listed (without exception) and the resident agrees to all terms.

If the resident gives away or otherwise relinquishes any pet listed herein, or if/when the pet (s) dies, any future pets of the resident must conform to the attached pet policy, the resident will not be permitted to replace a relinquished of deceased pet in excess of the limit stated in the pet policy. Future pet (s) must be approved by management prior to taking up residence and must be maintained in accordance with the pet policy.

_____
(name/description of "non-conforming pet)

_____
(resident signature)

_____
(management signature)

_____
(date)

Form C

FALL RIVER HOUSING AUTHORITY
DISPOSITION OF PET PERMIT APPLICATION

_____
Date

_____
Name

_____
Address

_____
Apartment No.

Your application for Pet Ownership received on _____ has been:

☐ Tentatively Approved ☐ Approved

☐ Rejected for the following reasons:

_____

_____

_____

If the above indicates tentative approval, approval is conditional on the receipt of the following within thirty (30) days from this notice.

_____ A color photo and identifying description and name of pet.
_____ Attending veterinarian's name, address and telephone number.
_____ Veterinary certificate of spaying or neutering; Rabies, Distemper, Parvovirus, Feline Leukemia and other inoculations, when applicable.
_____ Dog license certificates in accord with local and state laws.
_____ Names, addresses and telephone numbers of two (2) alternate caretakers who will assume responsibility of the pet should the owner become incapacitated. These caretakers must provide written verification acknowledging willingness to assume these responsibilities.

_____ _____
Date Fall River Housing Authority

Rev: 11/20/01
(over)

DISPOSITION OF PET PERMIT APPLICATION

MANAGERS CHECK OFF LIST

☐ Color Pet Photo

☐ _____
Veternarian Name

_____
Address

_____
Telephone No.

VETERNARY CERTIFICATES

☐ Spaying or Neutering

☐ Rabies

☐ Distemper

☐ Others

☐ Dog license with Local & State Laws

Form D

FALL RIVER HOUSING AUTHORITY

APPLICATION FOR PET

PRIMARY CARE TAKER

_____
(date)

I, _____ of _____ telephone no. _____
agree that I will assume responsibility for the pet owned by _____
of _____ telephone no. _____ in the event that owner becomes incapacitated of not immediately available to care for pet. I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Witness:

_____ _____
(signature) (date)

ALTERNATE CARETAKER

I, _____ of _____ telephone no. _____
Agree that I will assume responsibility for the pet owned by _____
Of _____ telephone no. _____ in the event that owner becomes incapacitated or not immediately available to care for pet. I further agree that while pet is in my care and custody, I will follow all guidelines established in the Fall River Housing Authority Pet Policy.

Witness:

_____ _____
(signature) (date)

COMMUNITY SERVICE AND CONTINUED OCCUPANCY

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Fall River Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Fall River Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the

requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Fall River Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/2002. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination**.**

14.4 VOLUNTEER OPPORTUNITIES AND ECONOMIC SELF SUFFICIENCY

Community service includes performing work or duties in 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.

An economic self sufficiency program is one that is 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 programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Fall River Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Fall River Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after April 1, 2002 and each annual reexamination thereafter, the Fall River Housing Authority will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Fall River Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Fall River Housing Authority will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Fall River Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not

fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Fall River Housing Authority shall take action to terminate the lease.

14.8 OPPORTUNITIES TO PERFORM THE SERVICE REQUIREMENTS

The Fall River Housing Authority in conjunction with the Resident Advisory Board has determined that the FRHA and our residents will best be served if we liberally define what constitutes Community Service and Economic Self Sufficiency activities. The following partial list of activities, are suggestions only and are not meant to be all inclusive. Any activity which benefits the residents' economic self sufficiency will be accepted and any activity that reasonable provides the FRHA developments or the general public with a needed service will also be accepted. All opportunities to perform community service will be provided and performed with pride and dignity.

- GED Program
- High School completion
- ESL English as a Second Language Program
- Vocational School
- College Courses
- Participation in Foster Grandparent program
- Provide arts and crafts for elderly residents
- Provide arts and crafts for children
- Gardening around FRHA sites
- Volunteering with Food Kitchens or programs to help low income residents of Fall River
- Visit Nursing homes or Hospitals
- Run Errands for Elderly or Handicapped City residents
- Peer Leadership
- Red Cross
- Tutoring
- Volunteer participation in after school childcare program
- Working with FR Joint Tenants to educate residents on their rights and organization, as well as passing out flyers and otherwise assisting the FRJTC in its mission
- Other activities as may from time to time be added by the FRHA or agreed to with the Resident Advisory Board
- Volunteer work in the public sector
- Volunteer work in the FRHA and the FRHAJTC
- Attendance at monthly resident meetings

Annual Statem erformance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06-P006-50108** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2008** FFY of Grant Approval

Type of Grant
___ Original Annual Statement
_X_ Performance and Evaluation report for Period Ending: 9/30/2011
___ Reserve for Disasters/Emergencies
___ Revised Annual Statement (revision no:)
___ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (2)	Total Actual Cost (1) Obligated	Total Actual Cost (1) Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) (3)	$156,990	$418,268	$418,268	$418,268.00	
3	1408 Management Improvements	$568,819	$568,542	$568,542	$568,541.71	
4	1410 Administration (may not exceed 10% of line 20)	$284,409	$284,409	$284,409	$284,409.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$90,000	$240,342	$240,342	$240,342.36	
8	1440 Site Acquisition					
9	1450 Site Improvements	$210,000	$0	$0	$0.00	
10	1460 Dweling Structures	$1,393,879	$1,155,676	$1,155,676	$1,085,854.11	
11	1465.1 Dwelling Equipment - Nonexpendable	$60,000	$0	$0	$0.00	
12	1470 Non-dwelling Structures	$50,000	$176,861	$176,861	$176,860.98	
13	1475 Non-dwelling Equipment	$30,000	$0	$0	$0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities (4)					
18a	1501 Collateralization or Debt Service paid by the PHA					
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)	2,844,097	2,844,097	2,844,097	2,774,276	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/9/12		

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

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 1								
6-1 Sunset Hill	Operations	1406		$41,500.00	$35,520.00	$35,520.00	$35,520.00	Completed
	Police & Security Services	1408		$105,340.00	$108,283.00	$108,283.00	$108,282.71	Completed
	Tenant Coordinator	1408		$3,450.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$10,000.00	$53,410.00	$53,410.00	$53,410.83	Completed
	Replace Bathroom Flooring	1460		$200,000.00	$0.00	$0.00	$0.00	Omitted
	Foundation Repairs	1460		$158,879.00	$3,900.00	$3,900.00	$3,900.00	Completed
	Apartment Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Snow Removal Equipment	1475		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Security Upgrades	1460		$0.00	$209,921.00	$209,921.00	$200,504.41	In Progress
	Replace Lintels (funged from FY09 Bldg Ext)	1460		$0.00	$23,750.00	$23,750.00	$23,750.00	Completed
	AMP 1 Total			**$539,169.00**	**$434,784.00**	**$434,784.00**	**$425,367.95**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 2								
6-2 Heritage	Operations	1406		$4,000.00	$12,707.00	$12,707.00	$12,707.00	Completed
Heights	Police & Security Services	1408		$36,640.00	$38,538.00	$38,538.00	$38,538.00	Completed
	Tenant Coordinator	1408		$1,200.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$0.00	$25,000.00	$25,000.00	$25,000.00	Completed
	Window Glazing	1460		$5,000.00	$0.00	$0.00	$0.00	Funge 2009
	Apartment Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Security Upgrades	1460		$0.00	$83,750.00	$83,750.00	$79,377.57	In Progress
	AMP 2 Total			**$56,840.00**	**$159,995.00**	**$159,995.00**	**$155,622.57**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 3								
6-3 Father	Operations	1406		$53,990.00	$22,413.00	$22,413.00	$22,413.00	Completed
Diaferio Village	Police & Security Services	1408		$64,120.00	$68,425.00	$68,425.00	$68,425.00	Completed
	Tenant Coordinator	1408		$2,100.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$10,000.00	$52,049.00	$52,049.00	$52,049.00	Completed
	Repair Retaining Walls	1450		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Window Glazing	1460		$10,000.00	$0.00	$0.00	$0.00	Funge 2009
	Install Sewer Pressure Reduction	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apartment Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Heat Upgrade at Community Building Bathrooms	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Security Upgrades	1460		$0.00	$244,000.00	$244,000.00	$231,417.71	In Progress
	Termite Damage Repairs to Sills (From 2011)	1460		$0.00	$9,955.00	$9,955.00	$9,955.00	Completed
	Office Renovations (From 2013)	1470		$0.00	$176,860.98	$176,860.98	$176,860.98	Completed
	AMP 3 Total			**$180,210.00**	**$573,702.98**	**$573,702.98**	**$561,120.69**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 4								
AMP Wide	Operations	1406		$5,000.00	$115,609.00	$115,609.00	$115,609.00	Completed
Activities	Police & Security Services	1408		$45,800.00	$78,995.00	$78,995.00	$78,995.00	Completed
	Tenant Coordinator	1408		$1,500.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$10,000.00	$47,700.00	$47,700.00	$47,700.00	In Progress
	Apartment Appliances	1465		$5,000.00	$0.00	$0.00	$0.00	Omitted
North Rocliffe	Range Outlet Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
6-13	Security Upgrades	1460		$0.00	$49,600.00	$49,600.00	$47,081.28	In Progress
	Apartment Floor Tile Replacement	1460		$0.00	$21,276.48	$21,276.48	$18,758.48	Complete
	Kitchen/Bath Upgrade	1460		$0.00	$114,887.76	$114,887.76	$114,887.76	Complete
Fordney	Range Outlet Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
6-15	Security Upgrades	1460		$0.00	$46,500.00	$46,500.00	$43,750.81	In Progress
	Apartment Floor Tile Replacement	1460		$0.00	$9,751.21	$9,751.21	$9,751.21	Complete
	Kitchen/Bath Upgrade	1460		$0.00	$13,237.47	$13,237.47	$13,237.47	Complete
Bennie Costa	Kitchen/Bath Upgrade	1460		$0.00	$1,806.00	$1,806.00	$1,806.00	Complete
6-16	Range Outlet Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Roof Replacement	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Security Upgrades	1460		$0.00	$86,600.00	$86,600.00	$82,258.33	In Progress
	Apartment Floor Tile Replacement	1460		$0.00	$12,711.00	$12,711.00	$12,711.00	Complete
Riley Plaza	Range Outlet Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
6-17	Security Upgrades	1460		$0.00	$48,650.00	$48,650.00	$46,179.89	In Progress
	Apartment Floor Tile Replacement	1460		$0.00	$5,947.25	$5,947.25	$5,947.25	Complete
	Kitchen/Bath Upgrade	1460		$0.00	$802.90	$802.90	$802.90	Complete
	AMP 4 Totals			**$157,300.00**	**$654,074.07**	**$654,074.07**	**$639,476.38**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 5								
AMP Wide	Operations	1406		$7,500.00	$24,014.00	$24,014.00	$24,014.00	Completed
Activities	Elder Services Contract	1408		$5,100.00	$0.00	$0.00	$0.00	Omitted
	Elder Service Coordinator	1408		$17,000.00	$9,450.00	$9,450.00	$9,450.00	Completed
	Police & Security Services	1408		$68,700.00	$17,614.00	$17,614.00	$17,614.00	Completed
	Tenant Coordinator	1408		$2,250.00	$8,139.00	$8,139.00	$8,139.00	Completed
	AMP Fees & Costs - A/E Services	1430		$20,000.00	$17,830.00	$17,830.00	$17,830.00	In Progress
	Apartment Appliances	1465		$5,000.00	$0.00	$0.00	$0.00	Omitted
	Snow Removal/Power Equipment	1475		$20,000.00	$0.00	$0.00	$0.00	Omitted
Oak Village	Parking Area Upgrades	1450		$50,000.00	$0.00	$0.00	$0.00	Omitted
6-4	Community Building Floor Replacement	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Community Building Air Conditioning	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apartment Upgrades (Floor Replacement)	1460		$0.00	$0.00	$0.00	$0.00	In Progress
O'Brien	Parking Area Upgrades	1450		$50,000.00	$0.00	$0.00	$0.00	Omitted
6-5	Fire Alarm Upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apt. Floor Replacement	1460		$0.00	$56,827.57	$56,827.57	$40,594.57	In Progress
Holmes	Community Room Bathroom Upgrade	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
6-6	Security Camera System	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Window Glazing	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Fire Alarm Upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apt. Floor Replacement	1460		$0.00	$57,419.75	$57,419.75	$44,800.30	In Progress
					.			
	AMP 5 Totals			**$425,550.00**	**$191,294.32**	**$191,294.32**	**$162,441.87**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 6	Operations	1406		$8,500.00	$25,915.00	$25,915.00	$25,915.00	Completed
AMP Wide	Elder Services Contract	1408		$5,550.00	$0.00	$0.00	$0.00	Omitted
Activities	Elder Service Coordinator	1408		$18,500.00	$9,450.00	$9,450.00	$9,450.00	Completed
	Police & Security Services	1408		$77,860.00	$21,639.00	$21,639.00	$21,639.00	Completed
	Tenant Coordinator	1408		$2,550.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$20,000.00	$17,321.00	$17,321.00	$17,321.00	Completed
	Apartment Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	Omitted
Oliveira	Parking Lot Improvements	1450		$50,000.00	$0.00	$0.00	$0.00	Omitted
6-7	Kitchen Lighting Upgrades	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apt. Floor Replacement	1460		$40,000.00	$23,766.46	$23,766.46	$23,766.46	In Progress
	Building Exterior Repairs	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Fire Alarm Upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Cottell	Building Concrete Canopy Repair	1460		$20,000.00	$0.00	$0.00	$0.00	Omitted
6-10	Fire Alarm Upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Community Room Upgrade	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Common Area Upgrades	1460		$20,000.00	$0.00	$0.00	$0.00	Omitted
	DHW Tank Replacement	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Building Exterior Repairs	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apt. Floor Replacement	1460		$40,000.00	$8,177.60	$8,177.60	$8,177.60	In Progress
Mitchell	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
6-11	Apt. Floor Replacement	1460		$40,000.00	$22,438.11	$22,438.11	$22,438.11	In Progress
	Fire Alarm Upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Common Area Upgrades	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Roof Replacement	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Building Air Handler Replacement	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	AMP 6 Totals			**$742,960.00**	**$128,707.17**	**$128,707.17**	**$128,707.17**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50108**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2008

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 7								
Cardinal	Operations	1406		$36,500.00	$182,090.00	$182,090.00	$182,090.00	Completed
Medeiros	Elder Services Contract	1408		$4,350.00	$0.00	$0.00	$0.00	Omitted
6-8	Elder Service Coordinator	1408		$14,500.00	$0.00	$0.00	$0.00	Omitted
	Police & Security Services	1408		$90,359.00	$208,009.00	$208,009.00	$208,009.00	Completed
	Tenant Coordinator	1408		$1,950.00	$0.00	$0.00	$0.00	Omitted
	AMP Fees & Costs - A/E Services	1430		$20,000.00	$27,031.53	$27,031.53	$27,031.53	In Progress
	Parking Lot Improvements	1450		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Apartment Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Common Area Bath improvements (Lobby Level)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Common Area Upgrades (Basement Level)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Trash Compactor Room Doors	1460		$20,000.00	$0.00	$0.00	$0.00	Omitted
	Common Area Upgrades (All Levels)	1460		$30,000.00	$0.00	$0.00	$0.00	Omitted
	Building Exterior Lighting Upgrades	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apartment Baseboard Cover Replacement	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Apartment Bathroom Faucet Replacement	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Cold Water Supply Riser Replacement	1460		$30,000.00	$0.00	$0.00	$0.00	Omitted
	Building Exterior Repairs	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Sprinkler System Upgrade	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Security System upgrade	1460		$40,000.00	$0.00	$0.00	$0.00	Omitted
	AMP 7 Totals			**$457,659.00**	**$417,130.53**	**$417,130.53**	**$417,130.53**	
PHA -Wide	Central Office Cost Center Fee (Admin)	1410		$284,409.00	$284,409.00	$284,409.00	$284,409.00	
Activities								
	COCC Totals			**$284,409.00**	**$284,409.00**	**$284,409.00**	**$284,409.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: **Fall River Housing Authority** | **Federal FFY of Grant: 2008**

Development Number/Name/PHA-Wide Activities		All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
		Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	6-1 Sunset Hill	6/12/2010		6/12/2012		
AMP 2	6-2 Heritage heights	6/12/2010		6/12/2012		
AMP 3	6-3/28/31 Father Diaferio Village	6/12/2010		6/12/2012		
AMP 4	6-13 North Rocliffe Apartments	6/12/2010		6/12/2012		
	6-15 Fordney Apartments	6/12/2010		6/12/2012		
	6-16 Bennie Costa Plaza	6/12/2010		6/12/2012		
	6-17 Riley Plaza	6/12/2010		6/12/2012		
AMP 5	6-4 Oak Village	6/12/2010		6/12/2012		
	6-5 James A. O'Brien Apartments	6/12/2010		6/12/2012		
	6-6 Raymond D. Holmes Apartments	6/12/2010		6/12/2012		
AMP 6	6-7 Frank B. Oliveira Apartments	6/12/2010		6/12/2012		
	6-10 George H. Cottell Heights	6/12/2010		6/12/2012		
	6-11 Nicholas W. Mitchell Heights	6/12/2010		6/12/2012		
AMP 7	Cardinal Medeiros Towers	6/12/2010		6/12/2012		
COCC	PHA-Wide Activities	6/12/2010		6/12/2012		

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

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

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06-S006-50109** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2009 ARRA** FFY of Grant Approval

Type of Grant
___ Original Annual Statement
_X_ Performance and Evaluation report for Period Ending: **09/30/11**
___ Reserve for Disasters/Emergencies
___ Revised Annual Statement (revision no:)
___ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (2)	Total Actual Cost (1) Obligated	Total Actual Cost (1) Expended	
1	Total non-CFP Funds	**$0**	**$11,054,287**			
2	1406 Operations (may not exceed 20% of line 20) (3)					
3	1408 Management Improvements	$175,000	$99,996	$99,996	$99,996	
4	1410 Administration (may not exceed 10% of line 20)	$360,000	$107,405	$107,405	$107,405	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$150,000	$268,298	$268,298	$268,298	
8	1440 Site Acquisition					
9	1450 Site Improvements	$25,000	$231,550	$231,550	$231,550	
10	1460 Dweling Structures	$2,890,065	$2,870,091	$2,870,091	$2,870,091	
11	1465.1 Dwelling Equipment - Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment	$0	$22,726	$22,726	$22,726	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities (4)	$0	$0	$0	$0	
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)	$3,600,065	$3,600,065	$3,600,065	$3,600,065	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/9/12		

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-S006-50109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009 ARRA

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA-Wide	Police/Security	1408		$100,000.00	$99,996.00	$99,996.00	$99,996.00	Complete
PHA-Wide	Administration	1410		$360,000.00	$107,404.61	$107,404.61	$107,404.61	Complete
AMP 1 Sunset Hill	Tenant Coordinator(s)	1408		$75,000.00	$0.00	$0.00	$0.00	Reprogrammed
AMP 1 Sunset Hill	Fees & Costs - AE	1430		$150,000.00	$93,877.11	$93,877.11	$93,877.11	Complete
AMP 1 Sunset Hill	Site Improvements	1450		$25,000.00	$0.00	$0.00	$0.00	Eliminated
AMP 1 Sunset Hill	Replace Windows	1460		$2,200,000.00	$1,515,275.68	$1,515,275.68	$1,515,275.68	Complete
AMP 1 Sunset Hill	Replace Roofs (Flat and/or pitched)	1460		$690,065.00	$574,943.50	$574,943.50	$574,943.50	Complete
Barresi	Fees & Costs - AE	1430		$0.00	$71,353.79	$71,353.79	$71,353.79	Complete
Barresi	504 Upgrades/Balcony Repair/Handrails	1460		$0.00	$322,701.00	$322,701.00	$322,701.00	Complete
Barresi	Equipment-Landscape	1475		$0.00	$4,058.46	$4,058.46	$4,058.46	Complete
Doolan	Fees & Costs - AE	1430		$0.00	$33,474.42	$33,474.42	$33,474.42	Complete
Doolan	504 Upgrades/Boilers/GFCI	1460		$0.00	$327,459.15	$327,459.15	$327,459.15	Complete
Bates & Tower	Fees & Costs - AE	1430		$0.00	$32,009.93	$32,009.93	$32,009.93	Complete
Bates & Tower	504 Upgrades - Congregate Conversion/Entry/Park	1460		$0.00	$121,341.76	$121,341.76	$121,341.76	Complete
Bates & Tower	Hallway Floor Tile	1460		$0.00	$8,369.50	$8,369.50	$8,369.50	Complete
Pleasant View	Fees & Costs - AE	1430		$0.00	$36,202.82	$36,202.82	$36,202.82	Complete
Pleasant View	Tot Play Equip/Fencing/Stair Repair	1450		$0.00	$231,550.00	$231,550.00	$231,550.00	Complete
Pleasant View	Equipment - Landscape	1475		$0.00	$18,667.27	$18,667.27	$18,667.27	Complete
Bishop Eid	1430 Pre-Development A/E	1430		$0.00	$0.00	$0.00	$0.00	Complete
Corky Row	1430 Pre-Development A/E	1430		$0.00	$1,380.00	$1,380.00	$1,380.00	Complete
		Total		**$3,600,065.00**	**$3,600,065.00**	**$3,600,065.00**	**$3,600,065.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**		Grant Type and Number Capital Fund Program Grant No: **MA06-S006-50109** Replacement Housing Factor Grant No.:				**Federal FFY of Grant: 2009 ARRA** CFFP - (**No**)		
Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
Barresi	State funding for Boiler Installation			$0.00	$433,542.00			
Barresi	State funding for Balcony Rehabilitation			$0.00	$168,000.00			
Doolan	State funding for Window Replacement Project			$0.00	$622,730.00			
Doolan	State funding for Community Building 504 Project			$0.00	$117,500.00			
Doolan	State funding for Sump Pumps/Alarms/BU Power			$0.00	$50,000.00			
Bates & Tower	State funding for Water Penetration Repairs			$0.00	$25,000.00			
Bates & Tower	State funding for Repair to Water Damaged Apts.			$0.00	$15,000.00			
Pleasant View	State funding for Comprehesive Mod. Phase III			$0.00	$9,622,515.00			
		Total		**$0.00**	**$11,054,287.00**			

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

(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: **Fall River Housing Authority** **Federal FFY of Grant: 2009 ARRA**

Development Number/Name/PHA-Wide Activities	All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
	Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	3/17/2010	3/12/2010	3/18/2012	6/30/2011	
Barresi	3/17/2010	3/12/2010	3/18/2012	6/30/2011	
Doolan	3/17/2010	3/12/2010	3/18/2012	6/30/2011	
Bates	3/17/2010	3/12/2010	3/18/2012	6/30/2011	
Pleasant View	3/17/2010	3/12/2010	3/18/2012	6/30/2011	

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

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

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06P00650109** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2009** FFY of Grant Approval

Type of Grant
__ Original Annual Statement ___ Reserve for Disasters/Emergencies ___ Revised Annual Statement (revision no:)
__X_ Performance and Evaluation report for Period Ending: 9/30/2011 ___ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost Original	Revised (2)	Total Actual Cost (1) Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) (3)	$523,644	$523,644	$523,644	523,644.00	
3	1408 Management Improvements	$515,000	$515,000	$515,000	515,000.00	
4	1410 Administration (may not exceed 10% of line 20)	$262,438	$262,438	$262,438	262,438.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$100,000	$240,968	$240,968	240,968.35	
8	1440 Site Acquisition					
9	1450 Site Improvements	$100,000	$80,123	$68,680	0.00	
10	1460 Dweling Structures	$863,306	$816,215	$794,733	$427,210.92	
11	1465.1 Dwelling Equipment - Nonexpendable	$30,000	$18,000	$0	0.00	
12	1470 Non-dwelling Structures	$220,000	$168,000	$168,000	150,812.50	
13	1475 Non-dwelling Equipment	$10,000	$0	$0	0.00	
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities (4)					
18a	1501 Collateralization or Debt Service paid by the PHA					
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)	$2,624,388	2,624,388.00	2,573,463.35	2,120,073.77	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/9/12		

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009

CFFP - **(No)**

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 1								
6-1 Sunset Hill	Operations	1406		$120,434.00	$120,434.00	$120,434.00	$120,434.00	In Progress
	Tenant Coord.	1408		$5,000.00	$0.00	$0.00	$0.00	Omitted
	Police/Security	1408		$105,800.00	$52,873.00	$52,873.00	$52,873.00	Complete
	Fees & Costs - AE	1430		$23,000.00	$64,818.35	$64,818.35	$64,818.35	In Progress
	Site Improvements	1450		$23,000.00	$68,680.65	$68,680.00	$0.00	In Progress
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	Replace Sump Pumps	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	Parking Upgrades	1470		$20,000.00	$0.00	$0.00	$0.00	Omitted
	Playground Upgrades	1470		$40,000.00	$0.00	$0.00	$0.00	Omitted
	Unit Kitch. Upgrades	1460		$196,806.00	$0.00	$0.00	$0.00	Omitted
	Admin Bldg. AC Impr.	1470		$0.00	$0.00	$0.00	$0.00	Omitted
	New Warehouse for AMP Inventory	1470		$0.00	$168,000.00	$168,000.00	$150,812.50	In Progress
	AMP 1 Total			**$534,040.00**	**$474,806.00**	**$474,805.35**	**$388,937.85**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 2								
6-2 Heritage	Operations	1406		$41,890.00	$41,890.00	$41,890.00	$41,890.00	In Progress
Heights	Police/Security	1408		$36,800.00	$45,542.00	$45,542.00	$45,542.00	Complete
	Fees & Costs - AE	1430		$8,000.00	$20,000.00	$20,000.00	$20,000.00	In Progress
	Site Improvements	1450		$8,000.00	$0.00	$0.00	$0.00	Omitted
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	New Circulator Pumps (heating system)	1460		$14,000.00	$0.00	$0.00	$0.00	Omitted
	Parking Upgrades	1470		$20,000.00	$0.00	$0.00	$0.00	Omitted
Funge to FFY2010	Playground Upgrades	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Replace Boilers (ESCo)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Unit Kitch. Upgrades	1460		$20,000.00	$0.00	$0.00	$0.00	Omitted
	Building Exterior Repairs (Funged from 2012)	1460		$0.00	$333,500.00	$322,949.00	$222,269.03	In Progress
	AMP 2 Total			**$168,690.00**	**$440,932.00**	**$430,381.00**	**$329,701.03**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 3								
6-3 Father	Operations	1406		$73,308.00	$73,308.00	$73,308.00	$73,308.00	Complete
Diaferio	Police/Security	1408		$64,400.00	48,629.00	48,629.00	$48,629.00	Complete
Village	Fees & Costs - AE	1430		$14,000.00	$45,000.00	$45,000.00	$45,000.00	In Progress
	Site Improvements	1450		$14,000.00	$0.00	$0.00	$0.00	Omitted
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	Fire Alarm Upgrades	1460		$20,000.00	$0.00	$0.00	$0.00	Omitted
	Playground Upgrades	1470		$20,000.00	$0.00	$0.00	$0.00	Omitted
	Siding Repairs	1470		$0.00	$0.00	$0.00	$0.00	Omitted
	Screen Door Replacement (entries)	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Bulkhead Upgrades	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	Replace Mixing Valves (hot and cold dom water)	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
	Security System/Lights (Security Components)	1460		$45,000.00	$0.00	$0.00	$0.00	Omitted
	Speed Bumps (parking areas)	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Mechanical Upgrades (Funged from 2013)	1460		$0.00	$200,000.00	$189,990.00	$60,800.00	In Progress
	AMP 3 Total			**$360,708.00**	**$366,937.00**	**$356,927.00**	**$227,737.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 4								
	Operations	1406		$52,363.00	$52,363.00	$52,363.00	$52,363.00	In Progress
	Police/Security	1408		$46,000.00	$147,804.00	$147,804.00	$147,804.00	Complete
	Fees & Costs - AE	1430		$10,000.00	$16,150.00	$16,150.00	$16,150.00	In Progress
	Site Improvements	1450		$10,000.00	$0.00	$0.00	$0.00	Omitted
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
North Rocliffe	New Bath Exhaust Fans	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Fordney	Roof Replacements	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Bennie Costa	Building Exterior Upgrad	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
Riley	Parking Upgrade	1470		$50,000.00	$0.00	$0.00	$0.00	Omitted
Riley	Playground Equipment	1475		$10,000.00	$0.00	$0.00	$0.00	Omitted
Riley	Replace Water Shut-offs	1460		$0.00	$0.00	$0.00	$0.00	Omitted
AMP Wide	Apartment Floor Replacements	1460		$10,000.00	$74,794.00	$74,794.00	$30,607.10	In Progress
Riley	Building Exterior Upgrades	1460		$50,000.00	$0.00	$0.00	$0.00	Omitted
AMP Wide	Bathroom Upgrade (Bath Components)	1460		$15,000.00	$0.00	$0.00	$0.00	Funge to 2010
	AMP 4 Total			**$323,363.00**	**$291,111.00**	**$291,111.00**	**$246,924.10**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 5								
	Operations	1406		$78,544.00	$78,544.00	$78,544.00	$78,544.00	In Progress
	Police/Security	1408		$69,000.00	$56,924.00	$56,924.00	$56,924.00	Complete
	Elder Services Coordinator	1408		$17,000.00	$6,660.00	$6,660.00	$6,660.00	Complete
	Fees & Costs - AE	1430		$15,000.00	$33,500.00	$33,500.00	$33,500.00	In Progress
	Site Improvements	1450		$15,000.00	$11,442.00	$0.00	$0.00	In Progress
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
Oak Village	Replace Attic Piping (heating)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Oak Village	Heating Upgrades	1460		$17,500.00	$0.00	$0.00	$0.00	Omitted
O'Brien	Security System/Lights	1460		$0.00	$0.00	$0.00	$0.00	Omitted
O'Brien	Replace Water Risers(domestic water)	1460		$60,000.00	$0.00	$0.00	$0.00	Omitted
O'Brien	New Trash Containers (solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Holmes	Parking Upgrades	1470		$10,000.00	$0.00	$0.00	$0.00	Omitted
Holmes	Emergency Elevator Repair	1460		$0.00	$10,000.00	$10,000.00	$10,000.00	Complete
Holmes	New Trash Containers 9solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Holmes	Replace Water Shut-offs(hot & cold dom. water)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Holmes	Common Area Improvements	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Oak Village	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$7,000.00	$7,000.00	$3,500.00	In Progress
O'Brien	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$40,000.00	$40,000.00	$32,658.51	In Progress
Holmes	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$30,921.00	$30,000.00	$19,704.30	In Progress
	AMP 5 Total			**$322,044.00**	**$280,991.00**	**$262,628.00**	**$241,490.81**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009
CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 6								
	Operations	1406		$89,034.00	$89,034.00	$89,034.00	$89,034.00	In Progress
	Police/Security	1408		$78,200.00	$56,812.00	$56,812.00	$56,812.00	Complete
	Elder Services Coordinator	1408		$18,500.00	$6,660.00	$6,660.00	$6,660.00	Complete
	Fees & Costs - AE	1430		$17,000.00	$11,500.00	$11,500.00	$11,500.00	In Progress
	Site Improvements	1450		$17,000.00	$0.00	$0.00	$0.00	Omitted
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
Oliveira	Common Area Improvements (public baths,…)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Oliveira	Community Room Window Treatments (meeting)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Oliveira	New Trash Containers (solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Cottell	Replace Circulator Pumps (heating systems)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Cottell	Replace Roof	1460		$110,000.00	$0.00	$0.00	$0.00	Omitted
Cottell	Replace Water Shut-offs (hot 7 cold dom. Water)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Cottell	Parking Upgrades	1470		$40,000.00	$0.00	$0.00	$0.00	Omitted
Cottell	Apartment Floor Replacement	1460		$0.00	$0.00	$0.00	$0.00	Omitted
Cottell	New Trash Containers (solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Mitchell	Replace Circulator Pumps (hot & cold dom. Water)	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
Mitchell	Heating System Upgrade	1460		$18,500.00	$0.00	$0.00	$0.00	Omitted
Mitchell	New Trash Containers (solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Oliveira	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$40,000.00	$40,000.00	$14,483.43	In Progress
Cottell	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$40,000.00	$40,000.00	$16,218.30	In Progress
Mitchell	Flooring Replacement (Funge from FFY2008)	1460		$0.00	$40,000.00	$40,000.00	$16,970.25	In Progress
	AMP 6 Total			**$453,234.00**	**$293,006.00**	**$284,006.00**	**$211,677.98**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650109**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2009
CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 7								
	Operations	1406		$68,071.00	$68,071.00	$68,071.00	$68,071.00	In Progress
	Police/Security	1408		$59,800.00	$93,096.00	$93,096.00	$93,096.00	Complete
	Elder Services Coordinator	1408		$14,500.00	$0.00	$0.00	$0.00	Omitted
	Fees & Costs - AE	1430		$13,000.00	$50,000.00	$50,000.00	$50,000.00	In Progress
	Site Improvements	1450		$13,000.00	$0.00	$0.00	$0.00	Omitted
	Vacancy Reduction	1460		$0.00	$0.00	$0.00	$0.00	Omitted
	Replace Circulator Pumps (heating systems)	1460		$16,500.00	$0.00	$0.00	$0.00	Omitted
	Common Area Improvements	1460		$10,000.00	$0.00	$0.00	$0.00	Omitted
	New Trash Containers (solid waste removal)	1465		$5,000.00	$3,000.00	$0.00	$0.00	In Progress
Funge from 2008	Building Exterior Repairs (Penthouse Roof)	1460		$0.00	$0.00	$0.00	$0.00	Funge to 2010
Funge to 2010								
	AMP 7 Total			**$199,871.00**	**$214,167.00**	**$211,167.00**	**$211,167.00**	
PHA -Wide								
Activities	Administration for Central Office	1410		**$262,438.00**	**$262,438.00**	**$262,438.00**	**$262,438.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

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

PHA Name: **Fall River Housing Authority**

Federal FFY of Grant: 2009

Development Number/Name/PHA-Wide Activities		All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
		Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	6-1 Sunset Hill	9/15/2011		9/15/2013		
AMP 2	6-2 Heritage heights	9/15/2011		9/15/2013		
AMP 3	6-3/28/31 Father Diaferio Village	9/15/2011		9/15/2013		
AMP 4	6-13 North Rocliffe Apartments	9/15/2011		9/15/2013		
	6-15 Fordney Apartments	9/15/2011		9/15/2013		
	6-16 Bennie Costa Plaza	9/15/2011		9/15/2013		
	6-17 Riley Plaza	9/15/2011		9/15/2013		
AMP 5	6-4 Oak Village	9/15/2011		9/15/2013		
	6-5 James A. O'Brien Apartments	9/15/2011		9/15/2013		
	6-6 Raymond D. Holmes Apartments	9/15/2011		9/15/2013		
AMP 6	6-7 Frank B. Oliveira Apartments	9/15/2011		9/15/2013		
	6-10 George H. Cottell Heights	9/15/2011		9/15/2013		
	6-11 Nicholas W. Mitchell Heights	9/15/2011		9/15/2013		
AMP 7	Cardinal Medeiros Towers	9/15/2011		9/15/2013		
COCC	PHA-Wide Activities	9/15/2011		9/15/2013		

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

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

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06P00650110** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2010** FFY of Grant Approval

Type of Grant
__ Original Annual Statement ___ Reserve for Disasters/Emergencies ___ Revised Annual Statement (revision no: 2)
_X__ Performance and Evaluation report for Period Ending: 9/30/2011 ___ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (2)	Total Actual Cost (1) Obligated	Total Actual Cost (1) Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) (3)	$212,946	$212,946	$212,946	$0.00	
3	1408 Management Improvements	$523,112	$523,112	$523,112	$518,709.14	
4	1410 Administration (may not exceed 10% of line 20)	$261,556	$261,556	$261,556	$21,631.47	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$117,000	$176,889	$176,889	$176,888.61	
8	1440 Site Acquisition					
9	1450 Site Improvements	$245,000	$60,000	$0	$0	
10	1460 Dweling Structures	$700,000	$617,061	$165,114	$86,441.10	
11	1465.1 Dwelling Equipment - Nonexpendable	$155,950	$0	$0	$0.00	
12	1470 Non-dwelling Structures	$210,000	$533,000	$244,558	$170,848.31	
13	1475 Non-dwelling Equipment	$90,000	$131,000	$5,919	$5,919.07	
14	1485 Demolition	$100,000	$100,000	$0	$0.00	
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	$0	$0	$0	$0.00	
17	1499 Development Activities (4)					
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)	$2,615,564	$2,615,564	$1,590,094	$980,437.70	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/9/12		

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 1								
6-1 Sunset Hill	Operations	1406		$42,946.00	$42,946.00	$42,946.00	$0.00	
	Tenant Coord.	1408		$4,112.00	$4,112.00	$4,112.00	$4,112.00	
	Police/Security	1408		$114,800.00	$114,800.00	$114,800.00	$114,800.00	
	Fees & Costs - AE	1430		$40,000.00	$32,500.00	$32,500.00	$32,500.00	
	Site Improv.(Underground Infrastr./Landscape)	1450		$50,000.00	$0.00	$0.00	$0.00	
	Bath Components - Tub Surrounds	1460		$75,000.00	$99,000.00	$1,995.00	$1,995.00	
	Mechanical System Comp. - Baseboard Heat	1460		$40,000.00	$0.00	$0.00	$0.00	
	Other Interior Areas - Replace Basement Doors	1460		$20,000.00	$0.00	$0.00	$0.00	
	Kitchen Components - Energy Star Appliances	1465		$40,950.00	$0.00	$0.00	$0.00	
Funge to 2009	New Warehouse for AMP Inventory	1470		$100,000.00	$0.00	$0.00	$0.00	
	Equipment - Snow Removal Equipment	1475		$10,000.00	$30,000.00	$0.00	$0.00	
Funge from ARRA	Window Replacement	1460		0	$18,819.32	$18,819.32	$18,819.32	
	AMP 1 Total			**$537,808.00**	**$342,177.32**	**$215,172.32**	**$172,226.32**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 2								
6-2 Heritage	Operations	1406		$20,000.00	$20,000.00	$20,000.00	$0.00	
Heights	Police/Security	1408		$36,800.00	$36,800.00	$36,800.00	$36,800.00	
	Fees & Costs - AE	1430		$8,000.00	$10,000.00	$10,000.00	$10,000.00	
	Site Improv.(Underground Infrastr./Landscape)	1450		$20,000.00	$0.00	$0.00	$0.00	
	Building Envelope Repairs	1460		$45,000.00	$0.00	$0.00	$0.00	
	Dwelling Unit Repairs - Walls (Bathrooms)	1460		$20,000.00	$0.00	$0.00	$0.00	
	Liquid Waste Removal (Sump Pumps)	1460		$10,000.00	$0.00	$0.00	$0.00	
	Kitchen Components - Energy Star Appliances	1465		$10,000.00	$0.00	$0.00	$0.00	
	Offices - Space for AMP Inventory	1470		$10,000.00	$0.00	$0.00	$0.00	
	Equipment - Snow Removal Equipment	1475		$10,000.00	$0.00	$0.00	$0.00	
Funge from 2009	Playground Improvements	1450		$0.00	$55,000.00	$0.00	$0.00	
	AMP 2 Total			**$189,800.00**	**$121,800.00**	**$66,800.00**	**$46,800.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 3								
6-3 Father	Operations	1406		$30,000.00	$30,000.00	$30,000.00	$0.00	
Diaferio	Police/Security	1408		$64,400.00	$64,400.00	$64,400.00	$64,400.00	
Village	Fees & Costs - AE	1430		$14,000.00	$27,389.00	$27,389.00	$27,389.00	
	Site Improv.(Underground Infrastr./Playgrounds)	1450		$90,000.00	$0.00	$0.00	$0.00	
	Dwelling Unit Components - Repl. Closet Doors	1460		$40,000.00	$0.00	$0.00	$0.00	
	Liquid Waste Removal - Drain Pipes	1460		$20,000.00	$0.00	$0.00	$0.00	
	Building Envelope - Entries (rear)	1460		$20,000.00	$0.00	$0.00	$0.00	
	Kitchen Components - Energy Star Appliances	1465		$20,000.00	$0.00	$0.00	$0.00	
	Offices - Rehabilitation	1470		$20,000.00	$0.00	$0.00	$0.00	
	Equipment - Snow Removal Equipment	1475		$10,000.00	$6,000.00	$5,919.07	$5,919.07	
	New Building (Inventory Funge from 2012)	1470		$0.00	$258,000.00	$244,558.31	$170,848.31	
	Power Equipment - Bucket Truck Funged FFY2007	1475		$0.00	$85,000.00	$0.00	$0.00	
	AMP 3 Total			**$328,400.00**	**$470,789.00**	**$372,266.38**	**$268,556.38**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 4								
	Operations	1406		$20,000.00	$20,000.00	$20,000.00	$0.00	
	Police/Security	1408		$46,000.00	$46,000.00	$46,000.00	$46,000.00	
	Fees & Costs - AE	1430		$10,000.00	$10,000.00	$10,000.00	$10,000.00	
All Four Sites	Site Improvements - Landscape	1450		$10,000.00	$0.00	$0.00	$0.00	
All Four Sites	Dwelling Unit Components - Flooring	1460		$50,000.00	$50,000.00	$0.00	$0.00	
All Four Sites	Electrical Components - Replace Panels	1460		$20,000.00	$0.00	$0.00	$0.00	
All Four Sites	Electrical Components - Replace Light Fixtures	1460		$20,000.00	$0.00	$0.00	$0.00	
All Four Sites	Kitchen Components - Energy Star Appliances	1465		$20,000.00	$0.00	$0.00	$0.00	
All Four Sites	Offices - Rehabilitation	1470		$20,000.00	$0.00	$0.00	$0.00	
All Four Sites	Equipment - Snow Removal Equipment	1475		$20,000.00	$0.00	$0.00	$0.00	
All Four Sites	Bathroom Renovations (Funge from 2009	1460		$0.00	$120,000.00	$114,200.00	$35,526.78	
	AMP 4 Total			**$236,000.00**	**$246,000.00**	**$190,200.00**	**$91,526.78**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 5								
	Operations	1406		$30,000.00	$30,000.00	$30,000.00	$0.00	
	Police/Security	1408		$69,000.00	$69,000.00	$69,000.00	$69,000.00	
	Elder Services Coordinator	1408		$17,000.00	$17,000.00	$17,000.00	$17,000.00	
	Fees & Costs - AE	1430		$15,000.00	$50,000.00	$50,000.00	$50,000.00	
AMP Wide	Site Improvements - Landscape/Parking Areas	1450		$10,000.00	$0.00	$0.00	$0.00	
Oak Village	Mechanical Systems - Heat - Pipe Insulation	1460		$10,000.00	$10,000.00	$0.00	$0.00	
O'Brien	Building Exterior - Masonry - Sealant	1460		$25,000.00	$10,000.00	$0.00	$0.00	
Holmes	Bath Components (Common Bath HC)	1460		$15,000.00	$14,142.00	$0.00	$0.00	
AMP Wide	Kitchen Components - Energy Star Appliances	1465		$20,000.00	$0.00	$0.00	$0.00	
AMP Wide	Offices - Rehabilitation	1470		$30,000.00	$0.00	$0.00	$0.00	
AMP Wide	Equipment - Snow Removal Equipment	1475		$15,000.00	$0.00	$0.00	$0.00	
Oak Village	Limited Demolition (10 units sinking)	1485		$100,000.00	$100,000.00	$0.00	$0.00	
Oak Village	Environmental Remediation	1460		$0.00	$80,000.00	$0.00	$0.00	
Oak Village	Temp Relocation for Environmental Remediation	1495		$0.00	$0.00	$0.00	$0.00	
	AMP 5 Total			**$356,000.00**	**$380,142.00**	**$166,000.00**	**$136,000.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 6								
	Operations	1406		$40,000.00	$40,000.00	$40,000.00	$0.00	
	Police/Security	1408		$78,200.00	$78,200.00	$78,200.00	$78,200.00	
	Elder Services Coordinator	1408		$18,500.00	$18,500.00	$18,500.00	$18,500.00	
	Fees & Costs - AE	1430		$17,000.00	$17,000.00	$17,000.00	$17,000.00	
AMP Wide	Site Improvements - Landscape/Parking Areas	1450		$45,000.00	$5,000.00	$0.00	$0.00	
Oliveira	Building Exterior - Masonry - Sealant	1460		$50,000.00	$0.00	$0.00	$0.00	
Cottell	Building Exterior - Masonry - Sealant	1460		$50,000.00	$0.00	$0.00	$0.00	
Mitchell	Building Exterior - Masonry - Sealant	1460		$50,000.00	$0.00	$0.00	$0.00	
AMP Wide	Kitchen Components - Energy Star Appliances	1465		$20,000.00	$0.00	$0.00	$0.00	
AMP Wide	Offices - Rehabilitation	1470		$15,000.00	$0.00	$0.00	$0.00	
AMP Wide	Equipment - Snow Removal Equipment	1475		$15,000.00	$0.00	$0.00	$0.00	
Cottell	Elevator Equipment Upgrade (Funge from 2014)	1460		$0.00	$10,000.00	$0.00	$0.00	
	AMP 6 Total			**$398,700.00**	**$168,700.00**	**$153,700.00**	**$113,700.00**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650110**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2010

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 7								
	Operations	1406		$30,000.00	$30,000.00	$30,000.00	$0.00	
	Police/Security	1408		$59,800.00	$59,800.00	$59,800.00	$55,397.14	
	Elder Services Coordinator	1408		$14,500.00	$14,500.00	$14,500.00	$14,500.00	
	Fees & Costs - AE	1430		$13,000.00	$29,999.61	$29,999.61	$29,999.61	
	Site Improvements - Landscape/Parking Areas	1450		$20,000.00	$0.00	$0.00	$0.00	
	Building Exterior - Masonry - Sealant	1460		$50,000.00	$100,000.00	$0.00	$0.00	
	Building Exterior - Elevator Lobby Windows	1460		$20,000.00	$75,000.00	$0.00	$0.00	
	Building Exterior - Apartment Window Seals	1460		$50,000.00	$0.00	$0.00	$0.00	
	Kitchen Components - Energy Star Appliances	1465		$25,000.00	$0.00	$0.00	$0.00	
	Offices - Rehabilitation	1470		$15,000.00	$275,000.00	$0.00	$0.00	
	Equipment - Snow Removal Equipment	1475		$10,000.00	$10,000.00	$0.00	$0.00	
Funge from 2009	Roof Replacement - Elevator Penthouse	1460		$0.00	$30,100.00	$30,100.00	$30,100.00	
	AMP 7 Total			**$307,300.00**	**$624,399.61**	**$164,399.61**	**$129,996.75**	
COCC	Central Office Cost Center Fee	1410		$261,556.00	$261,556.00	$261,556.00	$21,631.47	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

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

PHA Name: **Fall River Housing Authority**				**Federal FFY of Grant: 2010**		
Development Number/Name/PHA-Wide Activities		All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
		Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	6-1 Sunset Hill	7/14/2012		7/14/2014		
AMP 2	6-2 Heritage heights	7/14/2012		7/14/2014		
AMP 3	6-3/28/31 Father Diaferio Village	7/14/2012		7/14/2014		
AMP 4	6-13 North Rocliffe Apartments	7/14/2012		7/14/2014		
	6-15 Fordney Apartments	7/14/2012		7/14/2014		
	6-16 Bennie Costa Plaza	7/14/2012		7/14/2014		
	6-17 Riley Plaza	7/14/2012		7/14/2014		
AMP 5	6-4 Oak Village	7/14/2012		7/14/2014		
	6-5 James A. O'Brien Apartments	7/14/2012		7/14/2014		
	6-6 Raymond D. Holmes Apartments	7/14/2012		7/14/2014		
AMP 6	6-7 Frank B. Oliveira Apartments	7/14/2012		7/14/2014		
	6-10 George H. Cottell Heights	7/14/2012		7/14/2014		
	6-11 Nicholas W. Mitchell Heights	7/14/2012		7/14/2014		
AMP 7	Cardinal Medeiros Towers	7/14/2012		7/14/2014		
COCC	PHA-Wide Activities	7/14/2012		7/14/2014		

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

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

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

Part I: Summary

PHA Name: Fall River Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: **MA06P00650111** Replacement Housing Factor Grant No: Date of CFFP -	FFY of Grant: **FFY 2011** FFY of Grant Approval

Type of Grant
__ Original Annual Statement
_X__ Performance and Evaluation report for Period Ending: 9/30/2011
___ Reserve for Disasters/Emergencies
___ Revised Annual Statement (revision no:)
___ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost Original	Revised (2)	Total Actual Cost (1) Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) (3)	$208,000				
3	1408 Management Improvements	$430,653				
4	1410 Administration (may not exceed 10% of line 20)	$215,949				
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	$177,000				
8	1440 Site Acquisition					
9	1450 Site Improvements	$175,000				
10	1460 Dweling Structures	$727,894				
11	1465.1 Dwelling Equipment - Nonexpendable	$75,000				
12	1470 Non-dwelling Structures	$100,000				
13	1475 Non-dwelling Equipment	$30,000				
14	1485 Demolition	$0				
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	$20,000				
17	1499 Development Activities (4)					
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)	$2,159,496				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to energy Conservation Measures					

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**
	1/9/12		

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

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

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 1								
6-1 Sunset Hill	Operations	1406		$30,000.00				
	Tenant Coord.	1408		$4,125.00				
	Police/Security	1408		$94,548.00				
	Fees & Costs - AE	1430		$40,000.00				
	Site Improvements	1450		$20,000.00				
	Kitchen Renovations - Cabinets/Counters/Sinks	1460		$95,894.00				
	Mechanical System/Sump Pumps	1460		$40,000.00				
	Fire Alarm Upgrade	1460		$25,000.00				
	Relocation Costs	1495		$20,000.00				
	AMP 1 Total			**$369,567.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 2								
6-2 Heritage	Operations	1406		$20,000.00				
Heights	Tenant Coord.	1408		$4,125.00				
	Police/Security	1408		$31,350.00				
	Fees & Costs - AE	1430		$40,000.00				
	Site Improvements	1450		$45,000.00				
	Kitchen Renovations	1460		$10,000.00				
	Fire Alarm Improvements	1460		$25,000.00				
	Replace Screens on Apartment Windows	1460		$10,000.00				
	Bathroom Upgrades	1460		$50,000.00				
	Equipment - Snow Removal Equipment	1475		$30,000.00				
	AMP 2 Total			**$265,475.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 3								
6-3 Father	Operations	1406		$30,000.00				
Diaferio	Tenant Coord.	1408		$4,125.00				
Village	Police/Security	1408		$53,130.00				
	Fees & Costs - AE	1430		$40,000.00				
	Site Improvements/Parking Upgrades	1450		$50,000.00				
	Kitchen Upgrades	1460		$50,000.00				
	Bathroom Exhaust Fans	1460		$20,000.00				
	Replace Apartment Window Screens	1460		$20,000.00				
	Exterior Lighting/Pole Lights	1470		$20,000.00				
	AMP 3 Total			**$287,255.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 4								
	Operations	1406		$40,000.00				
	Tenant Coord.	1408		$4,125.00				
	Police/Security	1408		$41,250.00				
All Four Sites	Fees & Costs - AE	1430		$10,000.00				
All Four Sites	Site Improvements	1450		$20,000.00				
All Four Sites	Kitchen Upgrades	1460		$20,000.00				
All Four Sites	Flooring Replacement	1460		$60,000.00				
All Four Sites	Electrical upgrades	1460		$20,000.00				
All Four Sites	Plumbing Upgrade/Replace Gate Valves	1460		$20,000.00				
All Four Sites	Exterior Lighting	1470		$20,000.00				
	AMP 4 Total			**$255,375.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06-P006-50111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 5								
	Operations	1406		$20,000.00				
	Tenant Coord./Elder Services	1408		$12,375.00				
	Police/Security	1408		$49,500.00				
	Fees & Costs - AE	1430		$15,000.00				
AMP Wide	Site Improvements	1450		$20,000.00				
Oak Village	Kitchen Upgrades	1460		$30,000.00				
O'Brien	Sewer Line Replacement	1460		$25,000.00				
Holmes	Building Security Lighting	1460		$15,000.00				
AMP Wide	Trash Compactor Upgrades	1460		$30,000.00				
AMP Wide	Building Exterior Repairs	1460		$47,000.00				
AMP Wide	Common Area Upgrades	1470		$30,000.00				
	AMP 5 Total			**$293,875.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**	Grant Type and Number Capital Fund Program Grant No: **MA06P00650111** Replacement Housing Factor Grant No.:	**Federal FFY of Grant: 2011** CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 6								
	Operations	1406		$20,000.00				
	Tenant Coord./Elder Services	1408		$12,375.00				
	Police/Security	1408		$49,500.00				
	Fees & Costs - AE	1430		$17,000.00				
AMP Wide	Site Improvements	1450		$10,000.00				
AMP Wide	Kitchen Upgrades	1460		$20,000.00				
AMP Wide	Building Entry Upgrade	1460		$30,000.00				
AMP Wide	Office Upgrade	1470		$30,000.00				
	AMP 6 Total			**$188,875.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**

Grant Type and Number
Capital Fund Program Grant No: **MA06P00650111**
Replacement Housing Factor Grant No.:

Federal FFY of Grant: 2011

CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 7								
	Operations	1406		$33,000.00				
	Tenant Coord./Elder Services	1408		$12,375.00				
	Police/Security	1408		$57,750.00				
	Fees & Costs - AE	1430		$15,000.00				
	Site Improvements	1450		$10,000.00				
	Kitchen Upgrades	1460		$10,000.00				
	Trash Compactor Replacement	1460		$25,000.00				
	Apartment Appliance	1465		$75,000.00				
	AMP 7 Total			**$238,125.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**	Grant Type and Number Capital Fund Program Grant No: **MA06P00650111** Replacement Housing Factor Grant No.:	**Federal FFY of Grant: 2011** CFFP - (**No**)

Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 9								
	Operations	1406		$10,000.00				
	Tenant Coord./Elder Services	1408		$0.00				
	Police/Security	1408		$0.00				
	Fees & Costs - AE	1430		$0.00				
	Site Improvements	1450		$0.00				
	Roof Replacement	1460		$30,000.00				
	AMP 9 Total			**$40,000.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: **Fall River Housing Authority**		Grant Type and Number Capital Fund Program Grant No: **MA06P00650111** Replacement Housing Factor Grant No.:				**Federal FFY of Grant: 2011** CFFP - (**No**)		
Development Number Name/PHA Wide Activities	General Descitption of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
AMP 11								
	Operations	1406		$5,000.00				
	Tenant Coord./Elder Services	1408		$0.00				
	Police/Security	1408		$0.00				
	Fees & Costs - AE	1430		$0.00				
	Site Improvements	1450		$0.00				
	AMP 11 Total			**$5,000.00**				
COCC	Central Office Cost Center Fee	1410		**$215,949.00**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

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

PHA Name: **Fall River Housing Authority**

Federal FFY of Grant: 2011

Development Number/Name/PHA-Wide Activities		All Funds Obligated		All Funds Expended		Reasons for Revised Target Dates (1)
		Original Obligation End Date	Acutal Obigation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	6-1 Sunset Hill	8/2/2013		8/2/2015		
AMP 2	6-2 Heritage heights	8/2/2013		8/2/2015		
AMP 3	6-3/28/31 Father Diaferio Village	8/2/2013		8/2/2015		
AMP 4	6-13 North Rocliffe Apartments	8/2/2013		8/2/2015		
	6-15 Fordney Apartments	8/2/2013		8/2/2015		
	6-16 Bennie Costa Plaza	8/2/2013		8/2/2015		
	6-17 Riley Plaza	8/2/2013		8/2/2015		
AMP 5	6-4 Oak Village	8/2/2013		8/2/2015		
	6-5 James A. O'Brien Apartments	8/2/2013		8/2/2015		
	6-6 Raymond D. Holmes Apartments	8/2/2013		8/2/2015		
AMP 6	6-7 Frank B. Oliveira Apartments	8/2/2013		8/2/2015		
	6-10 George H. Cottell Heights	8/2/2013		8/2/2015		
	6-11 Nicholas W. Mitchell Heights	8/2/2013		8/2/2015		
AMP 7	Cardinal Medeiros Towers	8/2/2013		8/2/2015		
AMP 9	Doolan Apartments	8/2/2013		8/2/2015		
AMP 11	Bates Apartments	8/2/2013		8/2/2015		
COCC	PHA-Wide Activities	8/2/2013		8/2/2015		

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

This chapter of the Consolidated Plan presents an overall assessment of the housing, homeless and community development needs in the City of Fall River. In addition to the community outreach results, the needs assessment provides the foundation for establishing priorities and allocating resources to address the identified needs.

3.1 Community Profile

Demographic Characteristics

Examination of demographic characteristics provides some insight regarding the needs in a community. Factors such as population growth, growth lag, age characteristics, and race/ethnicity all help identify and determine the need for housing, facilities, and services.

Community Profile

The City of Fall River is situated in the southeastern corner of the Commonwealth of Massachusetts, within Bristol County, on the Rhode Island line. The 2000 U.S. Census accounted for 91,938 persons residing on 31.48 square miles within the city limits, or a density of 2,921 persons per square mile compared to 840 persons per square mile statewide.

Population Growth and Trends

Population growth and/or growth lag along with age structure of a population are important factors in determining the existing and future need for housing and other community services. From 1990 to 2000, Fall River's population experienced a small decline of 0.8% that contrasted with a plus 5% growth in Bristol County and statewide. Should projections of the Southeastern Regional Planning and Economic District (SRPEDD) hold true, the Fall River population count will reach a level of 92,216 inhabitants by 2010 and 92,495 in 2020.

Table 3-1 depicts population counts per age groups in Fall River, the SRPEDD area, and the Commonwealth of Massachusetts. As can be observed, a noticeable decline in the Fall River population occurred within the groups less than 5 years of age and 65 years and over. In contrast, the population in the 45 to 64 years of age group increased substantially in all three geographic areas.

Table 3-1

Population Distribution Per Age Groups Source: Southeastern Regional Planning and Economic District (SRPEDD)			
	1990	**2000**	**Change %**
Fall River Total Population	92,703	91,938	- 0.8
Less Than 5 years	6,917	5,846	- 15.5
5 to 19 years	18,166	18,546	2.1
20 to 44 years	34,605	33,597	- 2.9
45 to 64 years	16,261	18,377	13.0
65 years and over	16,754	15,572	- 7.1
SRPEDD Area Total Population	563,130	597,294	6.1
Less Than 5 years	40,244	38,328	- 4.8
5 to 19 years	116,125	125,020	7.7
20 to 44 years	220,148	214,943	- 2.4
45 to 64 years	104,768	134,226	28.1
65 years and over	81,845	84,777	3.6
Massachusetts Total Population	6,016,425	6,349,097	5.5
Less Than 5 years	412,473	397,268	- 3.7
5 to 19 years	1,136,062	1,277,845	12.5
20 to 44 years	2,533,456	2,394,062	- 5.5
45 to 64 years	1,115,150	1,419,760	27.3
65 years and over	819,284	860,162	5.0

Other general population characteristics of Fall River worth presenting are:

- Out of 91,938 persons, 46.7% are males and 53.3% are females;
- Median age is 35.7 years;
- Out of 15,572 persons 65 years and over, 36.2% are males and 63.8% are females;
- 19.8% of residents were foreign born, compared to 11.7% in Bristol County and 12.2% in Massachusetts;
- 34.6% of Fall Riverites speak a language other than English (in Bristol County 21.1% and in Massachusetts 18.7%);
- 15.0% of population speaks English less than "very well" (in Bristol County 8.5% and in Massachusetts 7.7%);
- 23.9% of population 25 years and over has less than 9th grade schooling compared to 13.3% in Bristol County and 5.8% in Massachusetts.

Age Profile

In 2000, young adults (age 20-44 years), the largest age group in the City, comprised 36.5% of the population. The most dramatic increases were among the working class middle-age adults (age 45 to 64 years) that increased by 13%. School-aged youth age 5-19 years old increased slightly by 2.1%, while the number of persons over age 65 decreased 7.1%. One of the fastest growing segments of the population in the next twenty to thirty years is expected to be those aged 65 years and older, which our data supports. The aging of the "baby boomer" generation (currently at their middle ages) will increase the demand for a wider range of housing and elderly services.

Race/Ethnicity

Over the past ten years, Fall River has become an increasingly diverse community. According to the 2000 Census, approximately 91.2% of the City residents were White, 3.3% Hispanic, 2.2% Asian or Pacific Islander, and 2.5% Black (Table 3-2). Native American and "Others" made up the remainder of the population.

Table 3-2

Race – Fall River
Source: 2000 U.S. Census

	1980		1990		2000		Change 1990 – 2000
Total Population	92,574		92,703		91,938		-0.8%
White	91,395	98.7%	90,076	97.2%	83,815	91.2%	-6.9%
Black/African Amer.	427	0.5%	952	1.0%	2,283	2.5%	139.8%
Amer. Ind./Alaska Nat.	55	0.1%	94	0.1%	172	0.2%	83.0%
Asian/Pacific Islander	222	0.2%	1,230	1.3%	2,012	2.2%	63.6%
Some other race	475	2.4%	351	0.4%	1,311	1.4%	273.5%
Two or More Races	-	-	-	-	2,345	2.6%	-
Hispanic or Latino (of any race)	2,187	2.4%	1,577	1.7%	3,040	3.3%	92.8%

As is evident from the matrix above, the City's overall population in 2000 experienced a slight decline of 0.8% from the 1990 census count. Between 1990 and 2000, significant changes in the racial and ethnic composition of residents had occurred. Fall River's White population decreased by 6.9%, while the Black population increased by 139.8%, and the Asian/Pacific Islander population grew by nearly 63.6%. The Hispanic or Latino community expanded from 1,577 to 3,040 or 92.8% during the past decade. Table 3-3 below compares 2000 populations by race in Fall River, Bristol County and the Commonwealth of Massachusetts.

Table 3-3

Race – City/County/State
Source: 2000 U.S. Census

	Fall River		Bristol County		Massachusetts	
One Race	89,593	97.4%	522,166	97,7%	6,203,092	97.7%
White	83,815	91.2%	486,434	91.0%	5,367,286	84.5%
Black/African American	2,283	2.5%	10,856	2.0%	343,454	5.4%
Amer. Indian/Alaska Nat.	172	0.2%	1,308	0.2%	15,015	0.2%
Asian	1,987	2.2%	6,728	1.3%	238,124	3.8%
Nat. Hawaiian/Pac. Island	25	0.0%	145	0.0%	2,489	0.0%
Some Other Race	1,311	1.4%	16,695	3.1%	236,724	3.7%
Two or More Races	2,345	2.6%	12,512	2.3%	146,005	2.3%
Hispanic/Latino (of any race)	3,040	3.3%	19,242	3.6%	428,729	6.8%

While a majority of Fall River residents are of one race with white being a dominant factor, it is significant to note that in 1980 less than 2% of the overall population claimed

a race of other than white. In 2000, that figure has jumped to close to 9%, with Hispanic/Latino and Black accounting for 2/3 of that increase.

Ancestry

Historically, French, French Canadian, and Irish ethnic groups dominated Fall River's population. The trend began to change early in the 20th century with a strong immigration from Portugal and Azores Island, making Portuguese today's largest ancestry group, according to 2000 Census figures.

Table 3-4

Ancestry **Source: 2000 U.S. Census**		
English	6,085	6.6%
French	12,343	13.4%
French Canadian	5,458	5.9%
Irish	9,029	9.8%
Italian	3,293	3.6%
Polish	3,148	3.4%
Portuguese	43,253	47.0%

Household Characteristics

Of Fall River's 38,759 households as reported by U.S. Census in 2000, there were 23,558 or 60.8% of family households and 15,201 or 39.2% of non-family households. From 1990, the number of family households decreased by 4.85%, while the non-family households increased by 21.2%. The average household size of 2.32 persons was down from 2.4 in 1990 and 2.6 persons in 1980.

Table 3-5

Households by Type – City/County/State **Source: 2000 U.S. Census**						
	Fall River		**Bristol County**		**Massachusetts**	
Total Households	38,759		205,411		2,443,580	
Family Households	23,558	60.8%	140,610	68.5%	1,576,696	64.5%
>Married-couple family	15,613	40.3%	105,958	51.6%	1,197,917	49.0%
>Female-no husband present	6,391	16.5%	26,733	13.0%	289,944	11.9%
With own Children under 18 years	4,247	11.0%	16,050	7.8%	163,550	6.7%
Non-family Households	15,201	39.2%	64,801	31.5%	866,884	35.5%

Low and Moderate-Income Population

Fall River's current overall percentage of low and moderate-income (LMI) population, as reported by HUD, is 63.3%. It has increased from the previously calculated level of 53.3% in 1994, by 10%. This fact substantially enlarged the City's eligible geographic areas where a CDBG assisted activity under the area benefit national objective can be undertaken.

Out of the city's 25 census tracts, 21 of them are occupied by at least 51% of residents that are low and moderate-income persons. Low and moderate-income persons, according to the definition used in this Consolidated Plan, are those members of a family having an income that is equal to or less than the Section 8 lower income limit established by HUD.

Low-income Concentration

The areas of "low-income concentration" were defined by the City as those census tracts with concentration of low and moderate-income persons that is 10 percentage points higher than 51.0% of LMI population.

Census Tracts 6402, 6403, 6404, 6405, 6406, 6408, 6409, 6410, 6411, 6412, 6413, 6414, 6419, and 6420 are occupied by more than 61% of LMI persons, and meet the criteria of "low-income concentration".

Racial/Ethnic Minority Concentration

The City has defined "areas of racial/ethnic minority concentration" as any census tract where the total percentage of minority persons is twice as large as the city total percentage of minority residents (8.8%). There is only one census tract, 6414, which is populated over the established threshold.

The higher percentage of minorities reside in the center of the city in census tracts 6408, 6412, 6413, and 6414 while the smallest minority populations were recorded in census tracts 6423 and 6424 in the northern part of the city.

The following Table 3-6, and Map 3-1 depicts the City's Low and Moderate-Income and Minority Population percentages by Census Tract as reported by HUD and 2000 U.S. Census.

Table 3-6

LMI and Minority Population
Source: 2000 U.S. Census and Department of Housing and Urban Development

CTs	Persons	LMI	% LMI	% Minority
6401	5,166	2,908	56.3	11.5
6402	5,977	4,385	73.4	8.0
6403	3,655	2,400	65.7	13.1
6404	2,756	1,742	63.2	5.7
6405	5,208	3,670	70.5	5.6
6406	4,713	3,269	69.4	9.6

6407	2,833	1,414	49.9	3.3
6408	3,553	2,430	68.4	14.1
6409	6,663	4,930	74.0	11.2
6410	2,546	1,917	75.3	7.6
6411	449	395	88.0	10.0
6412	2,989	2,276	76.1	13.4
6413	5,891	4,442	75.4	15.3
6414	2,817	2,129	75.6	18.6
6415	2,637	1,553	58.9	6.1
6416	2,314	1,252	54.1	2.3
6417	5,185	2,819	54.4	4.5
6418	1,978	1,012	51.2	4.4
6419	2,453	1,674	68.2	7.6
6420	3,441	2,506	72.8	12.3
6421	4,256	2,485	58.4	10.9
6422	3,543	1,942	54.8	7.5
6423	2,177	525	24.1	1.4
6424	2,816	1,295	46.0	2.9
6425	4,024	1,640	40.8	4.0
Totals	**90,040**	**57,010**	**63.3**	**8.8**

INSERT MAP 1—census tracts

Economic and Employment Characteristics

Educational Attainment

While the educational attainment level has improved since 1980, the percentages of persons having completed high school and four years of college are still well below county and state levels, presenting a continuing challenge to the City's school system.

Table 3-7

Educational Attainment
Source: 2000 U.S. Census

	% H.S. Completion			% 4-yrs. College Completion		
	1980	**1990**	**2000**	**1980**	**1990**	**2000**
Fall River	35.3%	46.7%	56.6%	6.7%	8.4%	10.7%
Bristol County	52.6%	65.0%	73.2%	10.8%	15.9%	19.9%
Massachusetts	72.1%	80.0%	84.8%	20.0%	27.2%	33.2%

Income

As evidenced from Tables 3-8 and 3-9 below, the City is experiencing much higher levels of persons living below the poverty level than in Bristol County and the state, and has Household, Family and Per Capita Incomes well below the county and state levels.

Table 3-8

Income – City/County/State
Source: 2000 U.S. Census

		Fall River	Bristol County	Massachusetts
Median Household ($)	**1979**	11,506	15,473	-
	1989	22,452	31,250	-
	1999	29,014	43,496	50,502
Median Family ($)	**1979**	14,180	18,334	-
	1989	28,972	38,003	-
	1999	37,671	53,733	61,664
Per Capita ($)	**1979**	5,197	6,252	-
	1989	10,966	13,853	-
	1999	16,118	20,978	25,972

Table 3-9

Poverty Status in 1999 – City/County/State Source: 2000 U.S. Census						
	Fall River		**Bristol County**		**Massachusetts**	
Families	3,334	14.0%	10,981	7.8%	105,619	6.7%
Families with female householder, no husband present	2,249	34.5%	6,606	25.8%	61,880	22.1%
Individuals	15,421	17.1%	52,236	10.0%	573,421	9.3%

Labor Force

According to the 2000 U.S Census, the major occupations in Fall River were sales and office (9,855 or 24.8%), followed closely by production, transportation and material moving (9,635 or 24.3%), management, professional and related occupations (8,870 or 22.4%), and service occupations (7,364 or 18.6%).

Per industry categories, manufacturing (9,652 or 24.3%) was ahead of educational, health and social services (8,250 or 20.8%), retail trade (4,953 or 12.5%), and construction (2,507 or 6.3%).

Out of 72,237 of the population 16 years and over, 42,682 (59.1%) persons were in the labor force, which is made up of men and women in the civilian labor force, whether employed or unemployed, and in the armed forces, leaving 29,555 considered as not part of the labor force. Of the 42,682 in the labor force, 93% were employed.

Historically, annual unemployment rates for the City have been much higher than the state and county averages.

Table 3-10

Unemployment Rates (%) – City/County/State Source: SRPEDD			
Year	**Fall River**	**Bristol County**	**Massachusetts**
1995	10.6	8.1	5.4
1996	9.7	7.0	4.3
1997	8.6	6.2	4.0
1998	6.5	5.0	3.3
1999	6.1	4.5	3.2
2000	5.0	3.9	2.6
2001	5.8	4.8	3.7
2002	7.3	6.2	5.3
2003	9.0	5.8	5.8
2004	8.0	6.5	5.1
2005	8.2	6.0	4.8
2006	8.3	6.0	4.8
2007	8.3	5.8	4.5
2008	9.5	7.0	5.3
2009	13.9	10.8	8.3

In November 2009, the unemployment rate in Fall River was 13.9% and 8.3% in the Commonwealth of Massachusetts (Source: Massachusetts Department of Labor and Workforce).

Fall River is similar to many other New England cities, having experienced swings in prosperity, reflected in its housing stock, over the past 100 years. Its early economy was based on the textile industry and, around the turn of the century, was the world leader in the production of cotton cloth. The revenues that this brought to the area were reflected in the grand mansions of the mill owners and the sturdy dwellings of the mill workers.

The textile production began a long and painful relocation to other parts of the nation and of the world, a process that had far-reaching consequences. With the closing of the textile mills and the resultant erosion of the tax base, Fall River was unable to pay its bills and for nearly 10 years the city was in receivership with its finances governed by a state-appointed board of overseers.

Following World War II, new housing was built to replace structures that had become obsolete, while there was little growth in the city's population. As noted, the population actually declined during the decades from 1960 to 1980. This matched the continuing decline in the economic fortunes of much of Southeastern Massachusetts.

Special Needs Populations

Certain segments of the population may have difficulty finding decent, affordable housing due to their special needs. They may also have additional needs for community facilities and services. These "special needs" populations include the elderly, persons with disabilities, female heads of households, large households, persons with drug and/or alcohol addiction, and persons with AIDS and related diseases.

Elderly and Frail Elderly

The population over 65 years of age is considered elderly and presents four main concerns:

- **Income:** People over 65 are usually retired and living on a fixed income.
- **Health Care:** Due to the higher rate of illness, health care is important.
- **Transportation:** Many seniors use public transit.
- **Housing:** Many live alone and many rent.

These characteristics indicate a need for smaller, lower cost housing units with easy access to transit and health care facilities. According to the 2000 Census, the City had 15,572 persons over the age of 65, representing about 17% of all residents. Between 1990 and 2000, the elderly population decreased by approximately 7%. Elderly persons with a disability are considered frail elderly. Elderly residents are often less able to make improvements to their homes or to find affordable housing due to limited income and disabilities.

Bristol Elder Services, Inc., a private nonprofit corporation, designated by the Commonwealth as an Aging Services Access Point and Area Agency on Aging, continues to serve area elders, caregivers, disabled individuals, and families. The organization's mission is to provide community-based in-home services and supports designed to enable seniors and disabled individuals to remain in a community-based setting or to return from an institution to community-based living.

Bristol Elder Services directly provides (or contracts for) a variety of services including, but not limited to: information and referral, home care services, day care, respite (caregiver relief) care, home delivered meals, case management, and transportation.

Bristol Elder Services Nutrition Program, "Meals on Wheels", provides over 60 meals in congregate settings (Fall River Housing Authority buildings), and more than 583 home delivered meals in Fall River daily (Monday - Friday); 118 meals are delivered on Thursdays to participants unable to prepare their own weekend meals. In partnership with the Boston Food Bank, the agency provides 426 bags of groceries to Fall River elders each month using the CD Rec Bank Street Armory facility as the packaging and delivery site. During the summer, Bristol Elder Services received funding to provide 650 Fall River elders with "Farmers Market" coupons, enabling them to access $19,500 of fresh produce at Farmers Market locations throughout the city. Additionally, the agency purchased $9,000 in produce through the coupon program and distributed that to 300 Fall River residents in their Brown Bags.

In its role as an Aging Services Access Point, Bristol Elder Services used its state-funded allocation to provide 917 unduplicated elders in Fall River with services such as Adult Day Health (52 elders received 2,835 units); homemaker (752 elders received 138,613 units); personal care assistance (454 elders received 140,867 units); personal emergency response units (283 elders); supportive day care (33 elders received 2183 units); transportation (96 elders). Twenty-seven people received respite, many on an ongoing basis. In Fall River, residents of the Doolan Apartments have access to services 24 hours a day, 7 days a week, through the supportive housing program operated at the site; the

project is a partnership among Bristol Elder Services, Fall River Housing Authority, and the Department of Housing and Community Development.

Throughout 2008 and 2009, Bristol Elder Services conducted a needs assessment survey in collaboration with the Massachusetts Executive Office of Elder Affairs to identify the unmet needs of elders and caregivers. The issues identified by elders were affordable: medications, food, housing, dental care, medical transportation, and mental health services. Caregivers identified ongoing respite, relief from providing transportation, and affordable mental health services.

As the Area Agency on Aging, Bristol Elder Services awards federal money to community-based organizations to provide programs that meet the needs identified above. The programs funded provided long distance medical transportation (13 elders received 118 service units/one-way trips); mental health counseling (77 elders received 154 units/hours); legal services (76 elders received 139 units/hours); case management for caregivers (2 caregivers received 129 units/hours); in-home therapy for couples adjusting to living with Alzheimer's disease (4 elders received 15 units/hours); Cambodian language medication management (72 elders received 780 units/hours).

In addition, Bristol Elder Services administers emergency assistance funds for elders in crisis who have a one-time need that cannot be met through other means. Twenty-seven elders received help in the following areas: housing assistance (5); housing appliances/furniture (11); personal needs (3); medications (3); food (3); emergency transportation (2).

These services are but a few of the other types of services provided to the area elderly and frail elderly population.

For those elder and frail elder persons requiring extended care facilities, presently, there are two assisted living residences in Fall River.

The Landmark at Fall River is an 88-unit residence offering a full-range of independent and assisted living services, including personal care medication management, formal dining, recreation, fitness programs, laundry and housekeeping services, library, chapel and a private dining area to entertain visiting family members and friends.

The Gabriel House of Fall River is a 90-unit facility that also offers a full-range of independent and assisted-living services for those persons who do not require the specialized services of a long-term skilled nursing facility. The available services include meals, social activities, medication management, personal care assistance and nursing staff access.

In addition to affordable housing located near transportation, the housing needs of the elderly also include supportive housing, such as intermediate care facilities, group homes, and other housing that includes a planned service component. Needed services include personal care, housekeeping, meals, personal emergency response and transportation.

The City's Section 8 rental assistance program (administered by the Fall River Housing Authority) recognizes the need for affordable senior housing. The City is home to a number of housing complexes where some or all of the housing units are reserved for

seniors. In addition, the Council on Aging operates 4 Senior Citizen Drop-In Centers offering a wide range of services to Fall River's elderly population.

Persons with Disabilities

Disability is a mental or physical condition that affects the functioning of a person. Physical disabilities can hinder access to conventional housing units. Mental and developmental activities can affect a person's ability to keep his/her housing. Moreover, physical and mental disabilities can prevent persons from earning adequate income. Therefore, persons with disabilities are more vulnerable and are considered a group with special housing needs. Special housing needs for persons with disabilities fall into two general categories: physical design to address mobility impairments and social, educational, and medical support to address developmental and mental impairments.

The City of Fall River offers various programs for disabled residents:

- The City of Fall River's Office of Community Services coordinates the City's compliance with the federal Americans with Disabilities Act (ADA). The City has designed a compliance strategy to achieve the goal of being an "accessible" city.
- The City of Fall River's Code Enforcement Department responds to complaints regarding the state building code (Title-24) for access violations affecting persons with disabilities for non-City owned facilities within the City.
- The Fall River Community Development Agency provides a rehabilitation loan and grant program for repairs and improvements needed for handicap access.

In November 2004, the City of Fall River established the Fall River Commission on Disability. The goal of the Commission is to promote the inclusion of persons with disabilities in the daily activities, services, and employment opportunities within the community. The Commission's plan is to aide city officials in ensuring compliance with federal and state disability laws. The Commission provides information and acts as a referral service for individuals, businesses, and organizations on all matters pertaining to disability.

The Commission on Disability meets the first Thursday of each month at 4 p.m. in the conference room at Massachusetts Rehabilitation Commission located at 170 Pleasant Street, Room 300. Public input is scheduled before every meeting to allow the Commission to hear concerns.

Physically Disabled: To be considered physically disabled, a person must have an illness or impairment that impedes his or her ability to function independently. The special needs required for housing physically disabled individuals include not only affordability, but also special construction features to provide for access and use according to the particular disability of the occupant. The location of housing for persons with disabilities is also important because many need access to a variety of social and specialized services.

The Americans with Disabilities Act (ADA) of 1990 and amendments to the Fair Housing Act, as well as State law, require ground floor units of new multifamily construction with more than four units to be accessible to persons with disabilities.

However, units built prior to 1989 are rarely accessible to persons with disabilities. Furthermore, not all new construction may have the range of modifications needed by specific individuals. Older units, particularly older multifamily structures, are very expensive to retrofit for disabled occupants because space is rarely available for elevator shafts, ramps, widened doorways, etc. In addition to changes to the units, the site itself may need modification to install ramps and widen walkways and gates.

The Southeast Center for Independent Living, Inc. (SCIL) assists people with disabilities in living as independent life as possible. As reported by SCIL for FY2009, over 301 disabled clients are presently being assisted through the four core programs. These consist of Advocacy, Information & Referral, Peer Support and Independent Living Skills Training programs.

According to SCIL for FY2009, 144 of its clients are residing in Fall River, either in the Fall River Public Housing developments or at the scattered Section 8 subsidized housing units that are fully accessible to physically disabled persons.

The SCIL staff also provides assistance to those individuals seeking accessible housing through the Accessible Housing Registry – Mass Access Program that matches people with disabilities with vacant, accessible housing. The registry is maintained by the Citizens Housing and Planning Association (CHAPA).

Developmentally Disabled: The definition of developmental disability relates to a person's score on standardized intelligence tests. Persons with an IQ below 70 are typically defined as developmentally disabled. According to ARC (the Association of Retarded Citizens), the nationally accepted percentage of the population that can be defined as developmentally disabled is 1-3%.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult. Several facilities in Bristol County provide services, independent living options as well as residential care for developmentally disabled persons.

The Massachusetts Department of Mental Retardation (DMR) provides support services to adults 18 years or older who have mental retardation and need assistance to live and work in the community. It also provides support to families with children with a developmental disability in caring for their child at home. There are currently four DMR providers in Fall River:

1. The Association of Retarded Citizens of Greater Fall River (ARC), in conjunction with the ARC of Northern Bristol County, provides services to approximately 100 clients. Services provided include: Adult Foster Care, guardianship services, educational services and support services.

2. The Family Service Association of Fall River is a multi-service organization that provides a wide variety of services including professional family counseling programs, elderly and disabled adults programs and children's programs. The specialized elderly persons and disabled adults services include Adult Day Health Program, Adult Family Care, and The Home Assistance Program. In collaboration with the Fall River Housing Authority, Family Service Association provides an After School Youth Tutorial program for the residents of the Sunset Hill Housing Development. The program features recreational activities, drug education, field trips and other activities for up to 25 children between the ages of 6 and 13. The program has operated continuously since 1991.

3. The Visiting Nurse Association of Southeastern Massachusetts provides developmentally disabled clients nursing, rehabilitative, end of life and hospice services. Medical care/nursing services are administered at the client's residence.

4. People, Incorporated is a Fall River based nonprofit organization that provides a variety of services to the community. Current programs include residential, vocational, supportive and therapeutic services, early intervention, and family support programs for adults and children.

Currently the organization provides services to more than 1,000 individuals and families. People, Inc. estimates that more than 80% of the recipients of these services are Fall River residents.

Their residential services system provides support to 86 persons who need 24-hour support. Expanded service is being provided to five new individuals, who have significant medical needs. People, Inc. also provides support to an additional 15-20 persons who need less than 24-hour support.

The services provided by People, Inc. are in homes that are either leased or owned by the organization. The agency's primary funding source is the Department of Developmental Services.

People, Inc. estimates that there is an extensive waiting list for people who need residential care.

Severely Mentally Ill: Severe mental illness includes the diagnoses of psychoses (e.g., schizophrenia) and the major schizo-affective disorders (e.g., bipolar, major depression). To qualify as chronic, the illness must have existed for at least one year. According to national estimates, approximately one percent of the adult population meets a definition of severe mental illness based on diagnosis, duration, and disability.

Housing is an integral part of a system of care for the severely mentally ill because the prime support network is associated with the residence, which is the focus of daily living activities. The major barrier to stable, decent housing for the seriously mentally ill is the availability of affordable housing. A substantial majority of persons in this population depend solely on Supplemental Security Income (SSI). With this limited income, few affordable options exist in the open market. Due to the lack of access to affordable housing, mentally ill persons are at greater risk of becoming homeless or living in unstable and/or substandard housing situations. Few permanent affordable housing

complexes with supportive services exist. Most social services in the Fall River area are provided by the State and various nonprofit agencies.

The State Department of Mental Health operating facility in Fall River is the Dr. John C. Corrigan Mental Health Center. The Center provides a full range of mental health services to adults, adolescents and children with serious and persistent mental illness or emotional disturbance, either directly or in partnership with other providers as reported. These services include:

- Inpatient Service: A 16-bed adult inpatient unit provides acute psychiatric hospitalization and treatment of persons who pose a potential danger of harm to themselves or others due to mental illness. Persons who no longer present a danger to themselves are discharged to a group residence, nursing home, or their own home for follow-up outpatient treatment;

- Emergency Services: A 24-hour daily evaluation, screening, referral and crisis treatment service for anyone who requires rapid intervention for a mental health problem. Approximately 270 evaluations are conducted monthly: behaviorally out of control/violent clients are serviced through local hospital emergency rooms, voluntary/cooperative clients can been seen on-site at the Mental Health Center, and specialized mobile and in-house intervention is available for kids and adolescents through age 20.

- Day Treatment/Partial Hospitalization Services: For adult patients in need of a more intensive day program and/or management services. About 20 clients are serviced daily;

- Crisis Stabilization Program/Respite Services: Respite housing and assistance with transportation and case management operated by the May Institute services 5 clients daily; accessed by authorized clients of the Department of Mental Health (DMH);

- Adult and Child/Adolescent Continuing Care Services are provided at any one time to 134 individuals who receive case management services, 540 adult clients who receive outpatient/medication clinic services, and 38 children who receive outpatient psychiatric services;

- Vocational/Rehabilitation Services are provided by the May Institute to persons who are disabled by psychiatric illness and need assistance in returning to their work environment. About 400 individuals are serviced monthly;

- Community Based Flexible Support (CBFS) services: For DMH clients 19 years and older who are interested in their personal rehabilitation; services encompass clinical, medical, rehabilitation, supervision, housing and support. Treatment goals are client driven. A multi-disciplinary, wrap-around model is utilized to ensure continuity of care and efficient delivery of services. There are four 24/7 Group Homes that can house 29 clients and CBFS serves another 71 clients in the community.

Female Heads of Households

Single-parent households are likely to have special needs for housing near day care and recreation facilities and to have access to public transportation. Households headed by females are especially likely to need assistance because women continue to earn less on average than men do in comparable jobs. Low-income female heads of households with children experience additional burden when combined with limited transportation resources. Low-income workers, especially female heads of household with children, have unique travel patterns that may prevent them from obtaining work far from home. Women in general are disproportionately responsible for household-supporting activities such as trips to the grocery store or to accompany young children to and from schools.

In 2000, households headed by women with children under 18 years of age comprised approximately 11% (4,247 households) of all households in Fall River. Female heads of households comprised a disproportionate number of families that are living in poverty. According to the 2000 Census, 35% of female heads of households live in poverty.

Persons with HIV Infection and AIDS

For persons living with HIV/AIDS, access to safe, affordable housing is as important to their general health and well being as access to quality health care. For many, the persistent shortage of stable housing is the primary barrier to consistent medical care and treatment.

According to statistics compiled by the Massachusetts Department of Public Health (MDPH), there are 232 individuals identified as living with HIV or AIDS in Fall River as of December 31, 2008. The following table shows a breakdown of the characteristics of these individuals.

Table 3-11

HIV/AIDS
Source: The Massachusetts Department of Public Health (MDPH)

		HIV	AIDS
Living Cases		20	232
Gender	Male	*	146
	Female	*	86
Race/Ethnicity	White	10	139
	Black	5	44
	Hispanic	*	46
Age	0-29	4	18
	30-39	7	36
	40-49	7	103
	50 +	2	75
Mode of Exposure	MSM (men who have sex w/men)	6	52
	IDU (Injection Drug Users)	3	92
	MSM and IDU	0	12
	Heterosexual	4	43
	Presumed Heterosexual	7	22

*Not broken down for reasons of confidentiality.

Project Aware at Stanley Street Treatment and Resources (SSTAR) is a multi-service center that provides integrated counseling, screening and referral for HIV, viral hepatitis and sexually transmitted infections (STI), along with supportive case management for people living with HIV/AIDS (PLWHA) in the Greater Fall River area.

- 180 PLWHA receive case management to ensure the greatest utilization of services with the least amount of duplication to maximize treatment outcomes and ensure quality of life. Case management includes accessing and maintaining benefits, individualized service planning (ISP), supported referrals and general support. Assistance accessing utility assistance yields an additional $35,000 per year in secured benefits for PLWHA (funded through DPH, Office of HIV/AIDS, Ryan White Part B funding combined with HOPWA funds through the City of Providence).

- 1,300 individuals receive comprehensive counseling, screening and referral for HIV, hepatitis C and STI including vaccination for hepatitis A&B (funded through DPH, OHA, and CDC funds).

Hope House, a three-story residential structure on the grounds of St. Anne's Hospital, provides permanent SRO housing and extensive support services for 10 persons living with HIV/AIDS. The project-based rental assistance has been made available through a HUD Shelter Plus Care (S+C) grant to the City.

As many as 8 persons living with HIV/AIDS, clients of the NSHP, are provided permanent scattered-site rental housing assistance, also made available through a S+C grant to the City.

Other special programs and support services for persons and families with HIV/AIDS are available through the AIDS Ministry of St. Anne's Hospital (the Diocese of Fall River), the Fall River Visiting Nurses Association, and Hospice Outreach.

Persons with Alcohol/Other Drug Abuse (AODA)

AODA is defined as excessive and impairing use of alcohol or other drugs, including addiction. The National Institute of Alcohol Abuse and Alcoholism estimates the number of men with drinking problems (moderate or severe abuse) at 14 to 16% of the adult male population, and the number of women with similar problems at 6%. Abusers of alcohol and other drugs have special housing needs during treatment and recovery. Group quarters typically provide appropriate settings for treatment and recovery. Affordable rental units provide housing during the transition to a responsible lifestyle.

The Stanley Street Treatment and Resource (SSTAR) Center has been providing treatment for substance use disorders in Fall River since 1977. This multi-service organization offers a full continuum of care for persons with Alcohol and Other Drug Abuse including:

- inpatient detox (1,700 admissions/yr);
- dual-diagnosis inpatient care (1,500/yr);
- outpatient mental health and substance abuse counseling (over 700 ongoing clients);
- day treatment for substance misuse disorders (over 500 admissions/yr);

- buprenorphine treatment for opiate addiction on an outpatient basis (250 admission/yr).

SSTAR operates a 15-bed detoxification unit (4-6 days stay), Structured Outpatient Addiction Program (SOAP) for day outpatient treatment or 16-bed shelter subject to available insurance coverage (up to 20 days stay), 16-bed dual-diagnosis (7-10 days stay) and a 10-bed rehabilitation unit for women (up to 20 days stay).

From these inpatient units, the persons recovering from addictions have the opportunity to be placed in halfway and sober houses in the area, including the facilities operated by Steppingstone, Inc.

Steppingstone, Inc. operates Project New Beginnings, a substance abuse service for homeless persons and their families.

Steppingstone, Inc. also provides residential and rehabilitative services to non-homeless and homeless persons suffering from alcohol and other drug dependencies. A 66-bed facility offers transitional housing and rehabilitation services, including health and mental health services, life skill education, substance abuse counseling, vocational and interpersonal relationships education, and testing for HIV/AIDS/HCV/STDs.

3.2 Current Housing Needs

The Comprehensive Housing Affordability Strategy (CHAS), developed by the Census for HUD, provides detailed information on housing needs by income level for different types of households. Detailed CHAS data based on the 2000 Census is displayed in Table 3-13.

Based on CHAS, housing problems include:

1. units with physical defects (lacking complete kitchen or bathroom);
2. over-crowded conditions (housing units with more than one person per room);
3. housing cost burden, including utilities, exceeding 30 % of gross income; or
4. severe housing cost burden, including utilities, exceeding 50 % of gross income.

As outlined in Table 3-13, the types of problems vary according to household income, type, and tenure. Some highlights include:

- In general, renter households had a higher level of housing problems compared to owner households.
- Large family households had the highest level of housing problems regardless of income level. Almost all of extremely low-income and many of low-income large family renters experienced housing problems. Cost burden was a major component of housing problems for large families.

Housing Needs Assessment

This section discusses Fall River's housing and homeless needs as identified by citizens through public hearings, comprehensive consolidated plan survey and key person interviews and consultations. This section also utilizes the HUD's special tabulation of 2000 Census data referred to as the Comprehensive Housing Affordability Strategy (CHAS) data.

A Public Hearing to obtain views of citizens, public agencies, and other interested parties on housing and community development needs and needs of the homeless, on Requests For Funding (RFF), and on Program Performance was held in the City Council Chambers on January 6, 2010.

In December 2009, a Consolidated Plan Survey of the City's Housing, Homeless and Community Development Needs and Priorities was distributed to CDBG, ESG, and HOME program providers, municipal departments, public agencies and individuals, nonprofit corporations, neighborhood groups and organization and elected City Council and School Committee members. Additional surveys were made available at the Mayor's Office, Main and East Branch Libraries and Community Development Agency.

The majority of respondents identified their primary purpose or function as human services and homeless shelter and service providers. The survey requested to rate both broad and specific community development needs on a five-tier relative priority scale (highest, above average, average, below average and lowest relative need).

The results of the Housing Needs section of the Consolidated Plan Survey taken in December 2009 is shown in the following tables:

Table 3-12

Housing Needs
Source: Consolidated Plan Survey, December 2009

Rental Housing Needs by Household Type	High %	Above Average %	Average %	Below Average %	Low Need %
Non-Elderly (1-Person Households)	27%	31%	38%	3%	1%
Small Families (2-4 Persons)	24%	39%	30%	5%	2%
Small families with Lead Poisoned Child	27%	33%	28%	9%	3%
Large Families (5+ Persons)	30%	36%	28%	6%	1%
Large Families with Lead Poisoned Child	36%	28%	26%	6%	4%
Elderly (1 or 2 Person Households)	44%	28%	23%	5%	-
Other Renters (e.g. unrelated 2 Person Households)	24%	32%	37%	6%	1%

Rental Housing Needs by Income	High %	Above Average %	Average %	Below Average %	Low Need %
Extremely Low Income ($0 - 20,350)	69%	18%	7%	3%	2%
Very Low Income ($20,351 - 33,950)	53%	36%	6%	4%	1%
Low Income ($33,951 - 40,750)	39%	33%	19%	6%	3%
Moderate Income ($40,751 - 54,300)	21%	25%	36%	12%	5%
Middle Income ($54,301 - 81,450)	10%	30%	42%	10%	10%
Upper Income (over $81,451)	10%	10%	16%	26%	38%

Table 3-12 (Con't)
Housing Needs
Source: Consolidated Plan Survey, December 2009

Homeownership Housing Needs by Household Type	High %	Above Average %	Average %	Below Average %	Low Need %
First Time Homebuyers (all)	41%	22%	27%	7%	3%
Elderly Homeowners	45%	29%	15%	8%	3%
Families (2 Related Persons)	24%	39%	30%	6%	1%
Families with Lead Poisoned Child	25%	34%	36%	13%	2%
Non-Elderly (1 Person Household)	23%	30%	30%	12%	5%
Other Homeowner (unrelated 2+ Person Households)	21%	26%	33%	13%	6%

Homeownership Housing Needs by Income Level	High	Above Average	Average	Below Average	Low Need
Extremely Low Income ($0 - 20,350)	54%	15%	16%	10%	5%
Very Low Income ($20,351 - 33,950)	46%	21%	19%	11%	3%
Low Income ($33,951 - 40,750)	41%	26%	25%	6%	2%
Moderate Income (40,751 - 54,300)	27%	28%	34%	9%	3%
Middle Income ($54,301 - 81,450)	14%	18%	30%	21%	16%
Upper Income (over $81,451)	10%	13%	21%	21%	34%

CHAS Data

HUD provides a special tabulation of 2000 Census data referred to as the Comprehensive Housing Affordability Strategy (CHAS) data to be used to prepare the City's Consolidated Plan. The CHAS data is comprised of a variety of housing need variables in households by income, by tenure and by housing problems. Table 3-13 exhibits these data for all households in the City of Fall River.

The following definitions are to be used to interpret the CHAS table:

- Any housing problems: cost burden greater than 30% of income and/or overcrowding and/or without complete kitchen or plumbing facilities.

- Elderly households: 1 or 2-person households, either person 62 years old or older.

- Cost Burden: cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners housing costs include mortgage payments, taxes insurance and utilities.

CHAS TABLE (to be scanned) **3-13**

Categories of Persons Affected

This summary of Table 3-14 provides testimony to the fact that housing problems in Fall River are associated with income rather than race. Next we will look at the distinction between renters and owners.

According to the following tables, renters account for 65% of all households in Fall River. Approximately 70% of households with problems are in the less than 50% Median Family Income (MFI) category. The less than 30% MFI category numbers are somewhat misleading in that the neediest populations fall into this category and may already be receiving assistance. If those already receiving assistance were withdrawn from the category, the percentages in the less than 30% MFI category would grow exponentially. It is safe to assume that the poorest residents suffer the greatest burdens and the greatest problems, but it is also safe to assume that many in the less than 30% MFI category are receiving some type of assistance.

Of "Owner Households", it appears that the category with the most housing problems and largest cost burden would be the less than 50% MFI category. The reason this high incidence of housing problems is not displayed in the less than 30% MFI category is that there are few homeowners in this category, and, of those few homeowners, many are elderly who have paid their mortgages and have not reported any housing problems. The percentages of those with any housing problems in the greater than 50% but less than 80% category are still high as compared to renters in this category, due to the high cost of owning a home, including monthly expenses and maintenance and repair of Fall River's older housing stock. This data supports the need for additional subsidies for first time homebuyers in order for them to afford to buy and maintain a home of their own.

The charts indicate that income more than any other factor is the prevalent characteristic of persons suffering from housing problems and high cost burden.

Table 3-14

Housing Problems for Renter Households
Source: 2000 CHAS Data

Type	Total Renters	Categories	Percentages	# of People
> 80% MFI Household Income	6,173	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	3.4% 0.5% 0.3%	210 31 19
> 50% to <80% MFI Household Income	5,176	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	8.7% 5.6% 0.9%	450 290 47
>30% to <50% MFI Household Income	5,134	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	36.6% 33.3% 3.9%	5,071 4,614 540
< 30% MFI Household Income	8,722	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	30.8% 32.3% 35.2%	4,268 4,476 4,878
< 50% MFI Household Income	13,856	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	67.4% 65.6% 39.1%	9,339 9,090 5,418

Total MFI Household	25,205			
Housing Problems for Owner Households **Source: 2000 CHAS Data**				
Type	**Total Owners**	**Categories**	**Percentages**	**# of People**
> 80% MFI Household Income	7,458	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	9% 7% 0.3%	671 522 22
> 50% to <80% MFI Household Income	2,717	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	31.0% 30.5% 6.6%	842 829 179
>30% to <50% MFI Household Income	1,738	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	39.9% 39.4% 19.2%	1,337 1,320 643
< 30% MFI Household Income	1,612	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	36.2% 36.7% 31.5%	1,212 1,229 1,055
< 50% MFI Household Income	3,350	% with any Problems % of Cost Burden > 30% % of Cost Burden > 50%	76.1% 76.1% 50.7%	2,549 2,549 1,698
Total MFI Household	13,525			

Table 3-15 shows CHAS data for Households with Housing Problems and with Mobility and Self Care Limitations. This includes all households where one or more persons has 1) a long-lasting condition that substantially limits one or more basic physical activity, such as walking, climbing stairs, reaching, lifting or carrying, and/or 2) a physical, mental, or emotional condition lasting more than 6 months that creates difficulty with dressing, bathing or getting around inside the home.

Table 3-15

Households with Housing Problems and with Mobility and Self Care Limitations **Source: 2000 CHAS Data**				
HH by Type, Income, & Housing Problem	**Renters (%)**			
	Extra Elderly*	Elderly 1 & 2*	All Households	Total Renters
0 - 30%MFI	54.7	52.4	69.4	61.4
31 - 50%	35.7	40.8	44.3	40.5
51 - 80%	17.2	3.5	15.5	14.0
> 80%	5.8	0.0	6.3	5.5
Total Households	**44.7**	**39.5**	**46.3**	**44.7**
HH by Type, Income, & Housing Problem	**Owners (%)**			
	Extra Elderly*	Elderly 1 & 2*	All Households	Total Owners
0 - 30%MFI	77.3	61.4	70.3	71.3

31 - 50%	26.5	52.8	35.5	37.1
51 - 80%	20.0	9.1	26.7	22.8
> 80%	3.1	9.6	14.0	12.4
Total Households	**35.5**	**36.4**	**25.2**	**29.8**

*Note: Extra Elderly: 1 or 2 member households, either persons 75 years or older
Elderly: 1 or 2 member households, either person 62 to 74 years

The highest percentage of the households with any housing problems and with Mobility and Self Care limitations are extremely low and low-income households in both renter and owner categories.

Affordability Mismatch Data for all Households

The following CHAS Data provides an aid to get a sense of demand for rental housing units at different rents and unit size.

Per HUD's interpretation, "low vacancy rate (less than 6%) suggests a high demand for rental units, and corresponding need to add more affordable units to the inventory." This need would be further supported if there is an increase in the number of households.

"High vacancy rate (greater than 10%), especially among affordable units, suggests an oversupply of housing". Recommended course of action should be "to remove or upgrade existing substandard housing stock."

HUD's definitions to be used to interpret the following table are:

Rent <=30% MFI: The rental units with current gross rent (rent and utilities) that are affordable to households with incomes at or below 30% MFI. Affordable is defined as gross rent less than or equal to 30% of household's gross income.

Table 3-16

Renter Housing Units by Affordability **Source: 2000 CHAS Data**					
		Renter Units by # of Bedrooms			
		0-1	**2**	**3+**	**Total**
Rent <=30% MFI					
	# occupied units	3,060	4,640	4,135	11,835
	% occupants<=30%	70.3	44.7	28.9	45.8
	% built before 1970	70.3	84.9	90.0	82.9
	% some problem	34.5	27.0	20.7	26.7
	# vacant for rent	330	570	305	1,205
	# total units	3,390	5,210	4,440	13,040
	% vacancy rate	9.7	10.9	6.9	9.2
Rent >30% to <=50%					
	# occupied units	2,885	4,965	3,220	11,070
	% occupants<=50%	58.8	46.2	39.6	47.6
	% built before 1970	86.0	83.3	92.9	86.8
	% some problem	45.6	37.2	31.4	37.7

	# vacant for rent	285	200	100	585
	# total units	3,170	5,165	3,320	11,655
	% vacancy rate	9.0	3.9	3.0	5.0
Rent >50% to <=80%					
	# occupied units	670	1,170	285	2,125
	% occupants<=50%	61.9	52.6	31.6	52.7
	% built before 1970	57.5	32.9	56.1	43.8
	% some problem	51.5	46.2	17.5	44.0
	# vacant for rent	35	20	0	55
	# total units	705	1,190	285	2,180
	% vacancy rate	5.0	1.7	0	2.5
Rent >80%					
	# occupied units	100	65	24	189
	% vacant units	4	0	4	8
	# total units	104	65	28	197
	% vacancy rate	3.8	0	14.3	4.2

The relatively low vacancy rate (less than 6%) of housing units (all bedroom sizes) occupied by households with rents less than 80% of MFI reflects the need for continued support of development of private affordable rental units within the city.

In contrast, according to the RKG Associates Report of December 2000, Fall River's public sector housing vacancy rate ranges "between 3-20%, depending on location and property type. Occupancy at the modern, or post-1970, apartment complexes is presently 'tight', and vacancy is reportedly in the 3% to 8% range, primarily associated with tenant turnover that can be as high as 50%. Occupancy at the older, small multi-unit properties is considered 'soft', and vacancy is reported in the 8% to 20% range. A ready supply of units apparently exists at a variety of prices, depending on size, condition, location, etc. Vacancy for rental assisted units at the FRHA development is also in excess of 10%, which is higher than the 3% to 5% vacancy reported at the private sector developments."

For owners, the CHAS data used for the following table (3-17) was calculated based on what households valued their home in 2000 and how much it would cost to purchase that house at the interest rates prevailing in 2000. The data provides a sense of how affordable the owner stock is in general. As suggested by HUD, if most of the stock falls in the value affordable to those making less than 50% of MFI, the owners stock is very affordable and homeownership programs for LMI persons are successful. If, however, most of the stock falls within a value affordable to those over 80% MFI, homeownership programs are likely to be less successful. Homeownership programs will require substantial subsidy to be affordable to lower-income homebuyers.

HUD's definitions are to be used to interpret the following table:

Value 0-50%: Homes with values affordable to households with incomes at or below 50% of MFI. Affordable is defined as annual owner costs less than or equal to 30% of annual gross income. Annual owner costs are estimated assuming the cost of purchasing

a home at the time of the Census based on the reported value of the home. Assuming a 7.9% interest rate and national averages for annual utility costs, taxes, and hazard and mortgage insurance, multiplying income times 2.9 represents the value of a home a person could afford to purchase. For example, a household with an annual gross income of $30,000 is estimated to be able to afford an $87,000 home without having total costs exceed 30% of their annual household income.

Value 50-80%: Homes with a current value that are affordable to households with income greater than 50% and less than 80% of MFI.

Value > 80%: Homes with a current value that are affordable to households with income above 80% of MFI.

Table 3-17

Owner Housing Units by Affordability **Source: 2000 CHAS Data**					
		Owned/For Sale Units by # of Bedrooms			
Total Owner Housing Units = 13,541		**0-1**	**2**	**3+**	**Total**
Value <=30% (No information available)		N/A	N/A	N/A	N/A
Value <=50%					
	# occupied units	32	410	499	941
	% occupants<=50%	75.0	30.5	27.1	30.2
	% built before 1970	43.8	37.8	78.0	59.3
	% some problems	12.5	6.1	6.0	6.3
	# vacant for sale	4	20	20	44
Value >50% to <=80%					
	# occupied units	158	1,620	5,735	7,513
	% occupants<=50%	69.0	59.3	44.2	48.0
	% built before 1970	75.9	78.1	74.2	75.1
	% some problems	12.7	9.3	4.5	5.7
	# vacant for sale	4	40	75	119
Value>80%					
	# occupied units	398	1,899	2,790	5,087
	# vacant for sale	39	75	15	129

Ninety-three percent of owner housing stock falls within the value affordable to those above 50% MFI, and 38% of owner housing stock falls within the value affordable to 80% MFI. This reflects the need for greater subsidy in low-income homebuyer and first time homebuyer programs.

Overcrowding

Unit overcrowding (under-housed) typically results from the combined effect of low earnings and high housing costs in a community, and reflects the inability of households to buy or rent housing that provides a reasonable level of privacy and space. The prevalence of overcrowding varies significantly by the income, type, and size of the household. Generally, very low and low-income households and large families are disproportionately affected by overcrowding. Overcrowding is also generally more prevalent among renters than among owners.

An overcrowded housing unit is defined as a unit with more than one person per room, excluding bathrooms, kitchens, hallways, and porches. As indicated by the 2000 Census, 214 owner-occupied housing units or 1.6% of households were living in overcrowded conditions and 830 renter occupied units, or 3.2% experienced overcrowded housing conditions.

Lead-Based Paint

The most reliable estimate of the number of dwelling units occupied by low or moderate-income families that contain lead-based paint hazards is one based on age of housing, since lead-based paint has not been used in residential units since 1979. Whether the units in question are occupied by or affordable to low and moderate-income persons, the population generally lacks the resources to identify and remove lead-based paint.

Based on figures from the 2000 Census, there are 36,467 or 87.1% of housing units in Fall River that were built before 1980 and are affordable to low and moderate-income households. These are the units that are most likely to be affected by lead-based paint. The actual number of units affected will be considerably smaller because some of the units have been de-leaded and remodeled. Some of those units have had the lead abated, and others were simply privately rehabbed without the benefit of lead testing. During the last four years, the City of Fall River through Mass Housing's "Get The Lead Out Program" and the CD HOME Investment Partnership Program, has rehabbed and de-leaded approximately 199 units of housing.

According to statistics maintained by the Childhood Lead Poisoning Prevention Program of the Massachusetts Department of Public Health, there were 365 confirmed cases with blood lead levels greater than or equal to 15 mcg/dL (children 9 months to 6 years) and 177 confirmed cases with blood lead levels greater than or equal to 20 mcg/dL (children 9 months to 6 years) identified between July 1, 2007 and June 30, 2008 in Massachusetts.

During the period of July 1, 2007 to June 30, 2008, the Screening and Incidence Statistics for Fall River indicate that a total of 5 children were confirmed for the first time with blood lead levels greater than or equal to 15 mcg/dL (children 9 months to 6 years) and 2 children were confirmed for the first time with blood lead levels greater than or equal to 20 mcg/dL (children 9 months to 6 years). A total of 7,461 children, or 71% of the 10,475 children between 9 months to 6 years, were screened.

A further breakdown of the number of children confirmed with elevated blood lead levels shows that:

- 2 cases had <u>moderately elevated</u> blood lead levels between 15 and 19 mcg/dL;

- 1 case had elevated blood lead levels between 20 and 24 mcg/dL; and
- 2 cases were confirmed with lead poisoned blood lead levels greater than or equal to 25 mcg/dL (a Massachusetts regulatory threshold for lead poisoning).

Lead-based paint (LBP) awareness and abatement have been fully integrated by the City into its existing housing programs. Each tenant, landlord, and homeowner is informed of the dangers, symptoms, testing, treatment, and prevention of LBP poisoning. Adherence to Federal, State and Environmental Protection Agency guidelines for reduction activities of LBP hazards is provided for in every rehabilitation loan/grant. Lead testing and clearance are provided to housing program participants, and favorable financing is offered for the cost of lead remediation. Public housing units, and units acquired by nonprofits, are abated of LBP hazard at acquisition.

3.3 Homeless Needs

Data presented in this section is provided by the Fall River Homeless Services Providers Coalition, Emergency Shelter Grant subrecipients, the Mayor's Task Force to End Homelessness, the South Coast Regional Network to End Homelessness, consumers and information gathered through public hearings and various user groups.

There are two basic types of homelessness within the population. First there are the transitionally homeless who, because of circumstances, usually in combination with other factors, such as loss of job, unexpected expenses, or health issues, find themselves without the ability to stay housed. They represent at least 80% of the homeless population. The majority of this homeless population is extremely poor individuals, families, and women with children.

The second type of homelessness is the chronically homeless, people who routinely live on the streets or other places not intended for habitation. Substance abuse and mental illness are prevalent within the chronically homeless group. Economic circumstances play a critical part in the plight of the homeless. This has been particularly true with public assistance beneficiaries, where benefit levels have not kept pace with the cost of living.

Reasons shelter residents stated for homelessness in rank order are:

1. Housing costs too much
2. Lack of employment
3. Family Conflict
4. Substance Abuse
5. Mental Illness
6. Violence in household

The results of the Homeless Needs section of the Consolidated Plan Survey taken in December 2009 is shown in the following table:

Table 3-18

Unmet Needs of Homeless by Type and Need Source: Consolidated Plan Survey, December 2009					
Shelter and Housing					
	High Need %	**Above Average %**	**Average %**	**Below Average %**	**Lowest Need %**
Emergency Shelter	60%	24%	14%	1%	1%
Transitional Housing	39%	31%	27%	3%	-
Supportive Housing					
Job Training	44%	38%	14%	3%	1%
Case Management	35%	34%	25%	5%	1%
Child Care	20%	40%	29%	3%	8%
Substance Abuse Treatment	40%	26%	30%	4%	1%
Mental Health Care	20%	40%	30%	4%	6%
Housing Search Placement	29%	36%	29%	3%	3%
Life Skills Training	33%	27%	30%	7%	3%
Homeless Needs by Population and Subpopulation					
Individuals	36%	32%	26%	4%	1%
Families	51%	30%	15%	3%	1%
Specific Subpopulations					
Elderly (All)	52%	25%	19%	4%	1%
Frail Elderly	55%	22%	17%	5%	1%
Developmentally Disabled	34%	36%	28%	1%	1%
Physically Disabled	34%	34%	30%	3%	-
Chronic Substance Abuse	29%	28%	36%	7%	1%
Seriously Mentally Ill	36%	28%	32%	4%	1%
Dually Diagnosed (Substance Abuse & Mentally Ill)	32%	33%	26%	9%	-
Veterans	34%	26%	26%	13%	2%
Persons with HIV/AIDS	21%	23%	40%	13%	2%
Youth <18 years old	26%	23%	32%	17%	2%
Victims of Domestic Violence	35%	24%	34%	5%	3%

Nature and Extent of Homelessness in Fall River

Outreach and Assessment

Outreach programs identify the diverse homeless persons in the community, evaluate their individual needs, and connect them with the appropriate human services. This effectively serves homeless persons and families living in emergency shelters and in places not designed for human habitation. Outreach is provided primarily to connect with those who do not normally avail themselves of shelter or services.

The social service providers, city agencies and various organized committees continue to provide outreach activities, and assess efforts and modify goals.

With the leadership of the Mayor's Task Force to End Homelessness, Lighthouse Ministries, a faith-based outreach and service provider, has developed a more comprehensive information and referral center, Homeless Connections. The program, originally intended to streamline services for the street homeless as well as other organizations seeking resource information, has also been instrumental in serving the non-homeless needy.

The Fall River Homeless Service Providers Coalition (HSPC) publishes a pamphlet listing area services and contact numbers for homeless persons. Categories listed in the pamphlet are Emergency Shelters, Emergency Services, Abuse/Domestic Violence, HIV/AIDS Services, Translation Services, Housing Services, Veterans Services, Transportation, Counseling/Crisis Help/Support, Disability Services, Employment/Job Training, Suicide Prevention Services, Food/Clothing/Household Items, Food Stamp Assistance, Food Pantries and Soup Kitchens. The pamphlet is currently available in English, Portuguese, Spanish and Khmer. It is available to consumers, service providers, area churches and other facilities where homeless persons tend to congregate.

The South Coast Regional Network, including the CoCs of Fall River, New Bedford, and Taunton/Attleboro, has hired a Regional Coordinator to organize the efforts of the communities in the region and to assist providers on the South Coast to share and pool resources. An extensive website is planned to include all available housing and services across the region, and the United Way's 211 information system is also being enhanced.

The Homelessness Prevention and Rapid Re-Housing Program, created under Title XII of the American Recovery and Reinvestment Act of 2009, provides financial assistance and services to prevent individuals and families from becoming homeless and to help those who are experiencing homelessness to be quickly re-housed and stabilized. The agencies providing assistance have outreached to other area agencies for referrals, and South Coastal Counties Legal Services is providing assistance with evictions and other issues that make tenants at-risk of homelessness then referring them to the other agencies (Catholic Social Services, CFC and New Bedford Women's Center) that can assist with housing and other services.

Member agencies of the South Coast Regional Network collaborated on an application for the Balance of State HPRP money and were awarded funding to provide prevention services and financial assistance throughout the South Coast region.

Especially under the permanent supportive housing programs (SHP and S+C), many of the agencies outreach to local landlords to increase private permanent housing placements for their formerly homeless clients.

Outreach components in place are as follows:

- HSPC publishes a pamphlet, available in English, Portuguese, Spanish and Khmer, listing area services and contact numbers for homeless persons. HSPC also holds an annual candlelight vigil to bring awareness to the plight of the street

homeless, and coordinates drives for items such as toiletries, food, clothing, etc. in conjunction with National Hunger and Homelessness Awareness Week.

- The Homeless Service Providers Coalition and CDA coordinates semi-annual Homeless Population point-in-time counts during 24-hour periods every January and July.
- Eliot Community Human Services staffs a person specifically to do outreach with the homeless mentally ill in the greater South Coast region.
- May Institute does outreach to homeless mentally ill and works with them to get them into appropriate services and facilities.
- OnTrac (Stanley Street Treatment and Resources) outreaches to substance abusers in the community, specifically females of any age and adolescent males to age 21. Project Aware (SSTAR) provides outreach to homeless people with HIV/AIDS. SSTAR's Women's Center provides outreach to battered women and their children.
- Corrigan Mental Health Center has staff actively outreaching to Fall River's street homeless, a 24-hour crisis hotline and a drop-in center.
- Bristol County Veterans Outreach provides outreach and referral information to homeless veterans.
- The City of Fall River's Veterans Agent provides services to homeless veterans.
- Our Sisters' Place offers outreach and educational programs and a 24-hour hotline for domestic violence victims.
- The Katie Brown Educational Program (KBEP) outreaches to youth at risk of homelessness due to relationship violence.
- Overflow beds are provided at the First Step Inn on an emergency basis to reach those who normally avoid shelter and services. Caseworkers and literature are made available.
- HSPC member agencies and subcommittees hold special events such as walkathons, dinners, the annual Candlelight Vigil and a food/necessity drive in order to promote awareness of the HSPC and homeless needs.
- In addition, the Fall River Police Department, local clergy and faith-based groups provide assistance to other homeless persons in various locations and stages of homelessness.

The City and its providers work hand-in-hand to respond to the issues of homelessness. The City, CDA, the CoC and the community at large share the common goal of creating a quality Continuum of effective, coordinated services and safe, decent and affordable housing that will guide homeless people from instability to independence.

Homelessness Prevention

Fall River is a working-class small city located about 50 miles from Boston. Housing prices, although out of reach of many local potential homebuyers, are very affordable to non-Fall Riverites. Many out-of-town investors are buying up properties and raising rents, making many apartment units unaffordable to working class residents.

Some Fall River families and individuals are at risk of homelessness or have moved in with another family or individual (over crowded/ under housed), putting the other family/individual at risk of eviction. Families and individuals end up in this situation when an unforeseen factor (specifically missed work, medical problems, etc.) affects their budget negatively. This population is paying more than 40% for housing expenses.

Another component of the at-risk population includes individuals being discharged from public institutions, such as a residential substance abuse facility, a mental health institution, hospital or other long-term medical facility, prison, and foster care.

The Commonwealth of Massachusetts does not allow state-funded institutions to discharge to the streets or to emergency shelters. Some City programs have their own formal, written procedures in place, while others follow the State's written policies. Hospital, prison, residential substance abuse treatment facilities and other state-funded institution staff work with case management and housing search personnel to place discharged clients in the appropriate form of housing. Discharge Planning Policies are in place but there are not enough resources to fully implement a Discharge Plan.

Although congregate public housing is abundant and there are many private subsidized units in Fall River, rent subsidies and other financial resources for homeless prevention are sparse. Housing search is adequate for those in our shelters and transitional programs but not for those in the publicly-funded institutions.

In order to prevent families and individuals from becoming homeless, there are many city, county and state programs in place to assist those in danger of homelessness. As listed below, many agencies provide assistance with mortgage, rent and utilities, education/job training, counseling/advocacy and legal aid to low to moderate-income families, many who are on the verge of homelessness:

- The state program, Residential Assistance for Families in Transition (RAFT), provides emergency funds to families with children at immediate risk of homelessness.
- The Katie Brown Educational Program (KBEP) provides educational sessions on relationship violence to all the 5th, 6th, 7th and 8th graders in the Fall River school system as well as some high school sessions.
- Catholic Social Services (CSS) provides housing search, rent and utility arrearage assistance, and mortgage assistance.
- Department of Transitional Assistance (DTA) provides up to $1,000 for domestic violence victims to help them relocate.
- The Tenancy Prevention Program utilizes state ESG funds to mediate between landlords and tenants to preserve the tenancy when the tenant is in immediate danger of eviction due to mental health and/or substance abuse issues. The Community Housing Resource Board, Inc. provides advice, literature and direction to both tenants and landlords regarding eviction and other tenancy issues.
- Rental assistance is provided by CSS, Citizens for Citizens (CFC), DTA, Fall River Housing Authority, to those who are at-risk of homelessness. Project Aware of SSTAR assists families and individuals with HIV/AIDS to gain access to the AIDS Action Committee in Boston to obtain rental start-up and homelessness prevention funds.
- Utilities assistance is provided by CSS, CFC, DTA and Salvation Army.
- Education, job training assistance, employment search and/or jobs for low-income persons are provided by Workforce Investment Board, Fall River Career Center, Office of Economic Development, SER Jobs and BCTC.
- To satisfy medical needs, HealthFirst has obtained a grant to employ a staff member to outreach to the homeless at shelter, food pantries, soup kitchens and other places that the homeless utilize. The concept of the program, care coordination for the

homeless, is to set up initial doctor visits promptly with follow up appointments. Transportation is often provided.

- Counseling and advocacy services are provided by CSS, Corrigan Mental Health Center, Department of Children and Families, DTA, Fall River Child and Family Services, People, Inc., NAMI, Department of Mental Health, Fall River Housing Authority, Family Service Association, Habit Management, Seven Hills Behavioral Health, Early Intervention, SCIL, Coalition for Social Justice, Lighthouse Ministries, Community Care Services, May Institute, Old Colony Y, St. Anne's Parish Nurses, Salvation Army, Stanley Street Treatment and Resources, Steppingstone, Inc., Veterans' Outreach Program, the City's Veterans Agent, Community Counseling of Bristol County and Eliot Community Human Services.
- Legal Assistance is provided by Catholic Social Services and South Coastal Counties Legal Services.
- Emergency Assistance is provided by the American Red Cross.

Many agencies also provide free transportation to their clients, whether through free taxi vouchers, rides by social workers or agency-owned vans. There are several food pantries, soup kitchens and second-hand clothing and furniture stores located in Fall River.

Under the American Recovery and Reinvestment Act of 2009, the City of Fall River received $1,232,852 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funding. The stimulus money has been allocated as part of a competitive process to 4 local nonprofit agencies to provide services such as rental assistance, security deposits, utility deposits and payments, relocation assistance, housing search and placement, legal services and case management to those who are experiencing or at-risk of homelessness. The programs are being monitored to ensure compliance with the HPRP regulations as well as timely expenditure of funds, and all clients will be recorded in HMIS.

Member agencies of the South Coast Regional Network collaborated on an application for the Balance of State HPRP money and were awarded funding to provide prevention services and financial assistance throughout the South Coast region.

State ESG funding is used by the MainSpring Coalition in Taunton to operate the Tenancy Preservation Program (TPP) to help prevent families and individuals from becoming homeless. TPP works to keep Fall River tenants with mental health and/or substance abuse issues from being evicted from their apartments. Catholic Social Services also uses State ESG money to prevent homelessness by providing assistance for rent and utilities in arrears to individuals and families at-risk of homelessness.

Emergency Shelters

The City of Fall River currently has 146 year-round emergency shelter beds, which includes 32 beds for individuals and 29 family units (approximately 114 family beds). The emergency shelters include the Fall River Family Center (formerly Fall River Family Resource Center), Our Sisters' Place, First Step Inn, Steppingstone's Men's, Women's and Graduate Programs, Catholic Social Service HOUSE Program, Community Care Services FOCUS Program.

There are also 2 overflow beds available as follows: 2 beds for homeless men and 2 beds for homeless women at First Step Inn on very cold winter nights, when a referral is made

from a service provider or when there is some other emergency (fire, police matter). First Step Inn is also the referral point to access funds for a motel room in extreme circumstances. St. Patrick's Church, Somerset, through St. Vincent dePaul also offers funds for motel stays in extreme circumstances.

Recently, Salvation Army's Board of Directors decided to discontinue Hospitality Nights, its temporary emergency overflow beds, due to non-compliance with certain State regulations. A meeting is being planned between the homeless service providers, faith-based organizations, city department heads, city officials and other interested parties to design a better long-term solution for temporary emergency shelter that meets the requirements outlined in the State regulations.

The Steppingstone's Men's and Women's programs, Fall River Family Resource Center, Our Sisters' Place and First Step Inn, supported in part with ESG Program funding, continued to service their respective homeless populations during this reporting period. (Note: Fall River Family Center, previously Fall River Family Resource Center of Residential Care Consortium, is now operated by Southeast Regional Network and had stopped receiving ESG funds as of February 28, 2009. FRFC no longer provides ESG statistical reports.)

The following statistics were collected during ESG Years 19-22. (Year 23 statistics will not be complete before publication.) (Note: Dually-diagnosed refers to mental health issues and substance abuse issues.)

Steppingstone, Inc. / Men's and Women's Programs

Steppingstone, Inc. Men's Recovery Home located at 466 North Main Street provides 8 beds for homeless men, and the Women's Therapeutic Community at 522 North Main Street provides 8 beds for homeless women. The programs providing shelter, counseling, and other support services to homeless substance abusers admitted 298 unduplicated individuals during the reporting period, exceeding its goal to serve 250.

Of the 298 admissions, 59% were males and 41% were females. Seven had severe mental illness, 214 had substance abuse issues, 78 were dually-diagnosed, 12 had domestic violence issues, 3 had HIV/AIDS, and 2 were veterans. Sixty-six participants (22%) were considered chronically homeless. All of the participants were of extremely

low-income. 92% of the participants were white, 8% were black, and 1 was multi-racial, and 3% Hispanic were recorded; 9.7% were minorities.

The average length of stay was 28.3 days. Three thousand, two hundred sixty-nine individuals were denied admittance for reasons such as not appropriate for this type of program, not being homeless, actively using drugs/alcohol, and the fact that the program was at capacity; 13% of those denied admittance were Fall River residents. Two hundred ninety-one individuals were discharged, of which 26% were discharged to permanent housing and 25% were discharged with whereabouts unknown.

Residential Care Consortium / Family Resource Center

During this program year, the Family Resource Center (FRC), located at 177 Rockland Street, which provided beds for 7 families (up to 18 beds), admitted 90 families, missing its projected need to serve 150 families. FRC stopped reporting ESG statistics February 2009 when it was acquired by Southeast Regional Network, changed its name to Fall River Family Center, and surrendered its Fall River ESG funding.

There were 145 families that the Center was unable to service last program year due to being at full capacity of which 72% of the families were Fall River residents, and 68 were turned away for other reasons of which 60% were Fall River residents. The average length of stay was 23.4 days.

Among the 90 families that were admitted during this reporting period, 80% were female-headed families, 10% were male-headed, and 10% were two-parent families. There were 122 children. Of the admitted adults, 15 had severe mental illness, 12 had substance abuse issues, 3 were dually-diagnosed, 19 came from domestic violence situations, 1 had HIV/AIDS, there was 1 veteran, 7 had developmental disabilities, and 4 had physical disabilities.

One hundred percent of the participants were of extremely low-income. 61% of the total number of family members were white, 30% were black, 4% were American Indian or Alaskan Native, 6% were black and white, and 2% were other multi-racial; 69% reported they were Hispanic. Of the family members, 63.7% were minorities.

Ninety families were discharged, of which 46% were discharged to permanent housing and 20% were discharged with whereabouts unknown. (Seven families were discharged to readmit them to the newly sponsored emergency shelter program on March 1, 2009.)

Residential Care Consortium / Our Sisters' Place

The Residential Care Consortium, Inc. has operated the center, which services battered women and their children, at an undisclosed location since 1995. During the reporting period, Our Sisters' Place (OSP), which provides beds for 5 battered single women and female-headed families (up to 8 beds), admitted 174 unduplicated individuals and families. OSP exceeded its goal to serve 125 single females and/or families.

There were 711 admittance denials because of space limitations, and 89 families and individuals were turned away for other reasons. The average length of stay was 19.4 days.

Among the 174 singles and families that were admitted during this reporting period, 48% were female-headed families, 1% male-headed families, 45% single females and 1% single males. There were also 154 children. Of the admitted adults, 12 had severe mental illness, 21 had substance abuse issues, 12 were dually-diagnosed, all came from domestic violence situations, 1 had HIV/AIDS, and 2 had developmental disabilities. One of the admitted singles were considered chronically homeless.

One hundred percent of the participants were of extremely low-income. 60% of the family members were white, 26% were black, 3% were Asian, 4% were black and white, 1% were Asian and white, 1% were American Indian or Alaskan Native and black, and 4% were other multi-racial; and 21% were Hispanic. Of all family members, 56.7% were minorities.

One hundred seventy-seven families and individuals were discharged, of which 15% were discharged to permanent housing, 55% were discharged to transitional living situations and 23% were discharged to other emergency shelters. 3% were discharged with whereabouts unknown.

Steppingstone Inc. / First Step Inn

Steppingstone, Inc. also operates a men's emergency shelter for 8 single males and a women's emergency shelter for 6 single females at 175 North Main Street, collectively known as First Step Inn.

Steppingstone, Inc. admitted 628 men and 432 women to its single male and female shelters. The men's shelter goal is 750, and the women's shelter goal is 500. The programs provided shelter and other relevant supportive services to the homeless population in Fall River.

Among the 628 males admitted to the program during this reporting period, 42 had severe mental illness, 230 had substance abuse issues, 242 were dually-diagnosed, 17 had domestic violence issues, 39 were veterans, 9 were developmentally disabled, and 49 were physically disabled. Two hundred seventy-four participants (44%) were considered chronically homeless. One hundred percent of the participants were of extremely low-income.

86% of the participants were white, 11% were black, less than half a percent were American Indian or Alaskan Native, 3% were black and white, and 0.5% were other multi-racial; and 3% were Hispanic. Seventeen percent were minorities.

The average length of stay was 14.9 days. One thousand ninety individuals were denied admittance for reasons such as the shelter was at capacity, not being HUD-homeless, not sober and not appropriate for the program; 40% of those denied admittance were Fall River residents. Four hundred eleven were discharged, of which 39% were discharged to permanent housing and 21% were discharged with whereabouts unknown.

Among the 432 females admitted to the program during this reporting period, 56 had severe mental illness, 71 had substance abuse issues, 246 were dually-diagnosed, 81 had issues of domestic violence, 6 were veterans, 3 were developmentally disabled, and 37 were physically disabled. One hundred seventy-six participants (41%) were considered chronically homeless. All but one of the participants were of extremely low-income.

88% of the participants were white, and 11% were black, less than 0.5% were American Indian or Alaskan Native or multi-racial; and 8% were Hispanic. 18.4% were minorities.

The average length of stay was 12.9 days. Three hundred forty-four individuals were denied admittance for reasons such as not being HUD-homeless, not appropriate for the program, being inebriated, and the fact that the program was at capacity; 27% of those denied admittance were Fall River residents. Two hundred ninety-one individuals were discharged, of which 34% were discharged to permanent housing and 25% were discharged with whereabouts unknown.

Transitional Housing

Fall River's Continuum of Care has 120 year-round transitional housing beds: 60 beds for individuals and 24 family units (approximately 60 family beds). The transitional housing programs in Fall River include May Mental Health's Respite Care, the LOFT Program, Salvation Army's Gentle Arms, Steppingstone's Transition House, Men's, Women's and Graduate Programs, Catholic Social Services St. Francis House and Fall River Housing Authority's Transitional Program.

The Women's Center's LOFT Program (Living Opportunities for Families in Transition) provides 9 units of scattered site transitional housing for homeless families and intensive supportive services and case management for the families in transition to permanent housing.

Respite Care provides short-term housing and intensive case management for 5 individuals with major mental health issues.

Gentle Arms provides housing and parenting education for 5 teenage moms with up to 2 children each.

Transition House, operated by Steppingstone, Inc., enables 10 homeless persons with disabilities to be housed in a congregate housing setting and provides its clients with supportive services.

Steppingstone's other programs provide 40 units in a congregate living setting for individuals with substance abuse issues.

St. Francis House provides transitional housing in a congregate setting for 5 formerly incarcerated women.

FRHA's transitional program provides 10 scattered-site units for families who are in school or work-ready.

Permanent Supportive Housing

Fall River's current inventory of permanent supportive housing beds is 138 year-round beds, 77 beds for individuals and 21 family units (approximately 61 family beds), comprised of the two ongoing Shelter Plus Care programs, Steppingstone's NSHP and Hope House of St. Anne's Hospital, Catholic Social Services' Starting Home and A Place Called Home, Steppingstone's Stone Residence, and 2 new programs also operated by Catholic Social Services, Moving Forward and Road to Success.

Next Step Home Program provides scattered-site housing for approximately 33 formerly homeless individuals and 14 formerly homeless families with substance abuse, mental health, domestic violence and HIV/AIDS issues.

Hope House provides 10 SROs for formerly homeless persons living with HIV/AIDS and its related disorders. The residents are provided with on-site health care including assistance with nutrition and medication.

Stone Residence provides 22 SRO units of permanent supportive housing for chronically homeless, disabled individuals.

Starting Home and Moving Forward each consist of 3 scattered-site two-bedroom apartments for 6 chronically homeless individuals, A Place Called Home provides scattered-site permanent housing for 3 families with disabilities, and Road to Success provides scattered-site permanent housing for 4 families with disabilities.

Other Homeless Housing
Other housing units for the homeless that do not necessarily fit HUD's definition of homelessness include the Corrigan Inpatient Treatment Program, 16 beds for those with mental health issues.

Supportive Services
In addition to housing programs, the Fall River Continuum of Care includes a range of supportive services that enable homeless individuals and families to make the transition from streets and shelters to permanent housing and from dependence on supportive services toward self-sufficiency.

The following is a list of services for the homeless and at-risk of homelessness:

- Project New Beginnings (Steppingstone, Inc.) provides substance abuse counseling/treatment.
- Catholic Social Services (CSS) provides housing search, rent and utility arrearage assistance, mortgage assistance and legal services. The agency is also an HPRP subrecipient.

- New Bedford's Women's Center provides services in regards to sexual assault, domestic violence and child trauma. The agency is also an HPRP subrecipient.
- Citizens for Citizens provides rental start-up and utilities assistance, and is also a subrecipient of HPRP funding for homelessness prevention and rapid rehousing.
- Department of Transitional Assistance (DTA) provides financial relocation assistance for domestic violence victims.
- Katie Brown Educational Program provides homelessness prevention services for youth affected by domestic violence.
- Community Housing Resource Board provides tenant counseling to prevent eviction.
- Tenancy Prevention Program provides assistance to both landlords and tenants to preserve the tenancy when the tenant is in immediate danger of eviction due to mental health and/or substance abuse issues.
- Corrigan Mental Health Center provides outreach to the street homeless, a 24-hour crisis hotline and a drop-in center.
- Eliot Community Human Services (Corrigan) provides outreach to street homeless.
- May Institute provides assistance for the homeless mentally ill.
- SSTAR provides substance abuse counseling/treatment, outreach to homeless with HIV/AIDS (Project Aware), and outreach to male adolescents and all female substance abusers (onTrac). SSTAR's Women's Center provides outreach to battered women and their children.
- Homeless Connections provides an outreach, information and referral center.
- HealthFirst has a staff member to outreach to the homeless at shelters, food pantries, soup kitchens and other places that the homeless utilize. The care coordinator for the homeless sets up initial doctor visits with follow up appointments. Transportation is often provided.
- South Coastal Counties Legal Services provides legal assistance.
- The American Red Cross provides emergency assistance.
- Bristol County Veterans Outreach provides outreach to homeless veterans.
- Veterans Agent of the City of Fall River provides outreach to homeless veterans.
- SER Jobs provides job training and placement.
- Bristol County Training (BCTC) provides job training and placement.
- Fall River Career Center provides job training assistance and employment search
- Bristol Workforce Investment Board provides information regarding and referral to training and educational opportunities, job search workshops, job placement assistance and supportive services (child care and transportation).
- Community Counseling of Bristol County provides case management to homeless individuals in Fall River shelters.
- Community Care Services provides case management to homeless families Fall River shelters.

Counseling and advocacy services are provided by CSS, Corrigan Mental Health Center, Department of Children and Families, DTA, Fall River Child and Family Services, People, Inc., NAMI, Department of Mental Health, Fall River Housing Authority, Family Service Association, Habit Management, Seven Hills Behavioral Health, Early Intervention, SCIL, Coalition for Social Justice, Lighthouse Ministries, Community Care Services, May Institute, Old Colony Y, St. Anne's Parish Nurses, Salvation Army, Stanley Street Treatment and Resources, Steppingstone, Inc., Veterans' Outreach

Program, the City's Veterans Agent, Community Counseling of Bristol County and Eliot Community Human Services.

Many agencies also provide free transportation to their clients, whether through free taxi vouchers, rides by social workers or agency-owned vans. There are several food pantries, soup kitchens and second-hand clothing and furniture stores located in Fall River.

The HSPC publishes a pamphlet listing many of the area's services and contact numbers. It is available to consumers, service providers, area churches and other facilities where homeless persons tend to congregate.

The following is a list of places that the homeless can obtain food, clothing, etc.:

Soup Kitchens

- Salvation Army
- First Baptist Church
- Lighthouse Ministries
- St. Mark's Church
- Church of the Ascension
- Third Baptist Church
- Sacred Heart Church
- St. Michael's Church
- Catholic Social Services

Food Pantries

- Citizens for Citizens
- Bethany Gospel Church—Swansea
- First Baptist Church
- Lighthouse Ministries
- Salvation Army
- Sacred Heart Parish
- Baptist Temple

Clothing, furniture, etc.

- Marie's Place
- St. Vincent DePaul
- Salvation Army
- Citizens for Citizens
- Lighthouse Ministries

The City's network of service providers is tight-knit and most agencies are able to provide referrals to other agencies in order for their clients to access the services and other effects that they need. Within the Fall River CoC, referrals are not difficult, but tracking the client through the CoC system can be challenging as he/she is forced to deal with multiple agencies and caseworkers.

Continuum of Care Programs

The City, through the CDA, has taken the formal lead in the development and publication of the annual Continuum of Care (CoC) Grant Application that highlights much of the needs of the city's homeless and at risk population.

The Homeless Service Providers Coalition (HSPC) is a viable coalition for the exchange of information and ideas affecting the delivery of services, the identification of gaps in the delivery systems, and the development of programs and projects addressing unmet needs. The HSPC is made up of homeless service providers, city and public officials, faith-based organizations, healthcare agencies, the school department, a private foundation, law enforcement, consumers and private citizens.

To date, the HSPC's collaborative efforts have written successful applications under the CoC grant for assistance for the following homeless housing and supportive services programs. The City as lead is the grantee; listed below are the operating agencies and their programs:

Steppingstone, Inc.

- Project New Beginnings (SHP) - outpatient substance abuse assessment, counseling and follow-up services for homeless individuals and families.
- Stone Residence (SHP) - 22 SRO units of permanent supportive housing for chronically homeless, disabled individuals.
- CHAOS (Collaborative Housing Assistance Options Strategy) (SHP) - supportive services for 40 individual and family units of Next Step Home Program (scattered site permanent supportive housing) and 10 individual units of Transition House (project-based transitional housing).
- Next Step Home Program (NSHP) (S+C) - 40 individual and family units of tenant-based rental assistance.

The New Bedford Women's Center

- LOFT Program (Living Opportunities for Families in Transition) (SHP) - 9 units of scattered site transitional housing for homeless families and intensive supportive services and case management for the families in transition to permanent housing.

Catholic Social Services

- Starting Home (SHP) - 3 scattered-site, permanent supportive housing units for 6 chronically homeless individuals.
- A Place Called Home (SHP) - scattered-site, permanent supportive housing for 3 families.
- Moving Forward (SHP) - 3 scattered-site, permanent supportive housing units for 6 chronically homeless individuals.
- Road to Success (SHP) - scattered-site, permanent supportive housing program for 4 families.

St. Anne's Hospital

- Hope House (S+C) - 10 units of project-based rental assistance for individuals with AIDS.

City of Fall River

- Homeless Management Information System (SHP) - to assist in tracking and getting an accurate, unduplicated count and produce useful data reports to support policy-making.

In accordance with the latest grant application, the Fall River CoC's latest 12-month achievements and explanations of obstacles and challenges are as follows:

- Create new permanent housing beds for the chronically homeless - Fall River met its goal of achieving 28 beds for the chronically homeless.
- Increase the percentage of homeless persons staying in permanent housing over 6 months to at least 71.5% - Although Fall River exceeded HUD's goal of 71.5% of homeless persons remaining in permanent housing more than 6 months, our CoC came up short of our own goal of 85% but by only 3 percentage points (at 82%).
- Increase the percentage of homeless persons moving from transitional housing to permanent housing to at least 63.5% - The Fall River CoC missed its goal of achieving its goal of 80% of homeless persons moving from transitional housing to permanent housing by only having 51% of homeless persons moving from transitional housing to permanent housing. One of the 2 transitional housing programs had not been complying with all program regulations, resulting in a change of administration of the program. One of the unacceptable nonconformities included 15% were discharged to emergency shelter and 11% of the clients' whereabouts were unknown.
- Increase percentage of homeless persons employed at exit to at least 19% - The goal of increasing the percentage of homeless persons employed at exit to at least 23% in Fall River was a lofty one, as the Fall River CoC only achieved 16%. Fall River's unemployment rates have been in the double digits since December 2008, with a low of 12.4% and a high of 16.0%, providing a poor job market, especially for those with low skills.
- Decrease the number of homeless households with children - The Fall River CoC met its goal of decreasing the number of homeless households with children to 22.

Homeless Population Surveys

The City continues to conduct a HUD-mandated homeless population survey every January and a second one every July for policy-making purposes.

The City of Fall River uses the same Homeless Population Survey for both the summer and winter counts. It is forwarded to approximately 35 agencies, of which about 75% respond. The survey recognizes overflow beds, the chronic homeless population and outreach to street homeless performed by the Police Department and social service provider agencies. Due to the many agency changes and additions over the course of the past year or so, a separate housing inventory was conducted in addition to the survey.

The surveys are provided to homeless service providers, healthcare providers, housing providers, outreach workers, faith-based agencies, hospitals, the police department, soup kitchens and food pantries. There are separate sections for sheltered homeless, unsheltered homeless, supportive service agencies and HPRP agencies serving the homeless. There is also a section for notes that the contributor can provide comments or observations of any nature.

The surveys are e-mailed, mailed or faxed to survey participants. Written instructions for completing the survey are included, as well as HUD's definitions of homeless and chronically homeless. An announcement of the date and time of the count is made at the Homeless Service Providers Coalition, the Mayor's Task Force and the South Coast Regional meetings; initial phone calls to explain how to complete the survey to new participants are made; and follow-up phone calls are made for additional questions.

To count the sheltered homeless, providers mainly use administrative data. Supportive service providers count the clients served that day who are not being counted by a housing provider or another service provider. The unsheltered homeless are those counted in public places and at service provider agencies who identify themselves as unsheltered homeless not having been counted earlier that day. There is currently an effort by a subcommittee of the HSPC to enhance the unsheltered count efforts.

The following table presents findings of the last 5 annual winter surveys, which are HUD-mandated and always taken during a 24-hour period during the last week of January. The survey is usually coordinated with most of the other CoCs in Massachusetts.

Winter Point-in-time Surveys (Emergency and Transitional Housing only)					
	2006	**2007**	**2008**	**2009**	**2010**
Sheltered					
Individuals	93	87	152	100	87
Families	22	22	35	22	46*
Unsheltered					
Individuals	11	14	5	10	15
Families	0	0	0	0	0

The first summer homeless survey was conducted in July 2005. The summer survey is taken during the last week of the month. The results for homeless individuals and families in emergency shelters and transitional housing for the last five years were as follows.

Summer Point-in-time Surveys (Emergency and Transitional Housing only)					
	2005	**2006**	**2007**	**2008**	**2009***
Sheltered					
Individuals	98	80	81	82	75
Families	21	17	22	24	49*
Unsheltered					
Individuals	25	20	15	8	3
Families	1	0	0	0	0

*19 additional beds in emergency shelter and 9 additional beds in transitional housing since the January 2009 survey.

The increase in numbers of families sheltered in the summer of 2009 and winter of 2010 is due to the establishment of additional emergency units for families during the past 12 months (from 13 units to 32 units).

Homelessness Strategy
The City of Fall River and the Continuum of Care have the following homeless strategy goals in place in conjunction with the annual SuperNOFA CoC application:

- Increase percentage of homeless persons staying in permanent housing over 6 months to 71% by improving and increasing access to mainstream resources, and supporting and promoting tenancy preservation and retention services.
- Increase percentage of homeless persons moving from transitional housing to permanent housing to 61.5% by increasing the supply of permanent supportive housing and improving and increasing access to mainstream resources.
- Increase percentage of homeless persons becoming employed by 11% by expanding adult basic education programs, identifying, creating and developing partnerships with job trainers and outreaching to private industry for employment opportunities.
- Ensure that the CoC has a functional HMIS system providing accurate emergency shelter, transitional housing and permanent supportive housing bed coverage. HMIS must also assist in tracking and getting an accurate, unduplicated count and produce useful data reports to support policy-making.
- Conduct surveys of the homeless bi-annually (January and July) to track and analyze the effects of our efforts.

Obstacles to meeting the needs of the homeless include:

- The stringent definition of homelessness used in McKinney-Vento programs funded through the SuperNOFA and its lack of consistency with other definitions of homelessness;
- The level funding of SuperNOFA renewal programs to serve the same number of clients;
- The lack of funding for supportive services, especially case management; and
- Discharge planning, in particular the lack of suitable options/resources available to support those being discharged from area institutions.

In spring 2008, a regional effort was initiated between the Fall River, New Bedford and Taunton/Attleboro continuums. The initiative began when the Massachusetts Interagency Council on Housing and Homelessness (ICHH) presented an opportunity to obtain pilot funding for regional networks to end homelessness. Although the Fall River-New Bedford-Taunton/Attleboro network did not obtain funding through the original RFR, the network was awarded $400,000 through a private foundation. The network continues to meet and communicate with the ICHH Director to prepare a regional strategy.

The current economic and housing crises are contributing to more homeless, which includes diverse subpopulations not before seen in such large numbers previously in Fall River, such as working families, elderly and youth. These subpopulations seem to be emerging from urgent and emergency situations. The Fall River Homeless Service Providers Coalition, the Mayor's Task Force to End Homelessness and the South Coast Regional Network are working with state agencies, local providers and other local stakeholders to generate creative resources to aid in producing solutions.

Chronic Homelessness Strategy
The City of Fall River and the Continuum of Care, in conjunction with the annual SuperNOFA CoC application, have the following goals in place to end chronic homelessness:

- Create new permanent supportive housing beds for chronically homeless persons by using the Samaritan Initiative Bonus funds and by expanding Shelter Plus Care by adding more scattered site units;
- Outreach to street population and provide them with housing and services by providing them with a bed, utilizing overflow beds if necessary, and moving them to an appropriate institution or transitional/permanent supportive/permanent housing based on assessment; and
- End chronic homelessness by 2012.

As described in the Homelessness Strategy in the above section, discharge planning largely contributes to the problem of chronic homelessness. Also, the distrust of those with chronic substance abuse and/or mental health issues are key factors hindering that population from obtaining and maintaining a more stable way of living. These barriers to ending chronic homelessness have been addressed, and Fall River continues to progress in implementation of programs to overcome those barriers. This strategy is described in more detail in the following section.

Strategic Ten-Year Plan to End Homelessness
In December 2004, the Mayor's Task Force to End Homelessness, made up of governmental department heads, service providers, consumers and business leaders, was formed to develop a strategic plan to end the cycle of homelessness experienced by individuals with disabilities who have been homeless for more than one year or who have had four or more episodes of homelessness in the past three years. Due to changing economic situations, the Task Force has also been exploring opportunities to serve all homeless individuals and families, as well as those underhoused and at risk of homelessness.

In June 2006, the Ten-Year Plan to End Chronic Homelessness was completed and approved by the City Administration. Since then, two new administrations have also approved the plan and given the approval for the task force to proceed. As a direct result of the plan, the following strategies have been pursued:

- The Fall River District Court Probation Department, along with the Bristol County Sheriff's Department, has continued with its initiative to better track offenders who serve split sentences (jail time followed by probation) so that they do not become homeless upon or soon after release.
- Lighthouse Ministries, a faith-based outreach and service provider, has expanded to develop a more comprehensive information and referral center, Homeless Connections. The agency obtained a $50,000 line item in the state's budget to enhance the program intended for the street homeless and for the City agencies and other organizations seeking resource information.
- The potential to establish a Housing First model program in Fall River to provide permanent supportive housing to the chronically homeless with substance abuse and mental health issues is being explored. A subcommittee has met with staff of

Massachusetts Housing and Shelter Alliance (MHSA) to discuss alternative funding resources in order to institute a Housing First program in Fall River.
- Also based on the Housing First model, in December 2008, the Fall River Housing Authority (FRHA) began a transitional housing program for homeless families at scattered-site units in Fall River.

South Coast Regional Network
The South Coast Regional Network (SCRN), formed in July 2008, is a partnership of service providers, governmental bodies, local businesses, faith-based groups, and other community stakeholders committed to identifying and implementing creative strategies to ending homelessness in the South Coast Region. This region consists of the following cities and towns: Acushnet, Attleboro, Berkley, Dartmouth, Dighton, Fairhaven, Fall River, Freetown, Mansfield, New Bedford, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton and Westport.

SCRN's mission is to reduce, prevent and eliminate homelessness and housing insecurities for individuals and families within the Greater Attleboro, Greater Fall River, Greater New Bedford and Greater Taunton areas.

In August 2009, SCRN presented a proposal to the Fireman Foundation for a grant for $400,000 ($50,000 of which is designated for assessment costs). The remaining $350,000 will fund the following:

- Regional Network Coordinator position charged with overseeing the general operations of the Network program including managing referrals and intake of clients, determining levels and types of assistance and making recommendations to subcommittee for approval, managing communications regarding Network activities, organizing and running meetings, conducting marketing and outreach for the program, performing all administrative functions of Network, grant-writing and fundraising to sustain program beyond initial funding, etc.;
- Development of a virtual, web-based, intake, assessment, and referral center with real-time information on bed availability, housing search capabilities, and connectivity with HMIS;
- Direct assistance to clients for either homelessness prevention or rapid re-housing in the form of rental subsidies and arrears, security deposits, utility payments and deposits, moving costs, etc.; and
- Data coordination among homeless service providers in the South Coast region.

The activities and target population of SCRN's subsidy program will largely mirror those for HPRP who are literally homeless, at imminent risk of homelessness or precariously housed.

Homeless Management Information System
The City of Fall River participates in tracking and trying to obtain an unduplicated count of the homeless through a HUD-mandated Homeless Management Information System (HMIS). HMIS was established in Fall River in August 2004. All Fall River's HMIS mandated projects are on-line.

Although Fall River's HMIS participants have been employing the SHORE system created by the Commonwealth of Massachusetts Department of Transitional Assistance,

the system is slated to be abandoned. The Fall River CoC, along with its regional partners, intends to replace the SHORE system with HousingWorks. The SoCo Regional Coordinator is working to obtain costs for agencies across the region. Funding will be provided through the regional ICHH grant and Fall River's dedicated HMIS grant.

CDA has been performing monitoring visits to participating agencies to be certain that they are using the proper forms and following the current policies and procedures. Client level data quality is being examined using aggregate reports and program reports at the agency level.

CDA has been communicating with CoC members that are not mandated to participate in HMIS and has generated some interest. The expanded homeless outreach program supported by the Mayor's Task Force to End Homelessness, Homeless Connections, has been preparing to start using HMIS.

Our Sisters' Place (OSP), Fall River's only domestic violence shelter provider, is currently not mandated to report and is not reporting in HMIS. OSP is working closely with the Commonwealth of Massachusetts to ensure that participation in any HMIS project will not compromise the safety of shelter residents.

Of the emergency shelter, transitional housing and permanent supportive agencies in Fall River's Continuum, 83% of them are covered by HMIS. This does not include the domestic violence program.

Also mandated by HUD, all four HPRP subrecipients are reporting in HMIS. They are currently using HousingWorks, as the SHORE system was not set up quickly enough to collect HPRP data.

Discharge Coordination Policy

The Commonwealth of Massachusetts does not allow state-funded institutions to discharge to the streets or to emergency shelters. Some City programs have their own formal, written procedures in place, while others follow the State's written policies. Hospital, prison, residential substance abuse treatment facilities and other state-funded institution staff work with case management and housing search personnel to place discharged clients in the appropriate form of housing.

The State of Massachusetts, through the Department of Transitional Assistance, is trying to establish strategies on how to handle the major issues of discharge planning. Currently, Massachusetts' healthcare, mental healthcare, foster care and correctional institutions have implemented protocols to prevent discharge into homelessness.

While Discharge Planning Policy's protocols are in place in many of the institutions, the coordination of these protocols is not. Procedures for tracking individuals discharged from public institutions must be implemented before any meaningful "Policy" can be evaluated. Bridging the gap between discharging institutions and the local communities impacted by these discharges must be recognized, the needs identified, and solutions implemented before we can honestly state that we have realized a meaningful Discharge Planning Policy. The ability to monitor the clients discharged from these institutions is the key to effecting real progress.

As a direct result of the discharge planning subcommittee of the Mayor's Task Force to End Chronic Homelessness, the Fall River District Court Probation Department, along with the Bristol County Sheriff's Department, has started a new initiative to better track offenders who serve split sentences (jail time followed by probation). A Probation Officer meets with the inmates twice a month 30-60 days before being released to assess their housing needs and other requirements that need to be met upon release.

There are barriers that threaten the success of discharge planning. For example, some institutions are unknowingly discharging people to the street. The clients provide the discharge planners with permanent address information that they are using with the resident's permission, but have no intention to ever actually reside there. The resident does not realize the impact of this, and the client, relieved to be discharged, also does not realize the consequences of his actions.

3.4 Housing Market Analysis

Characteristics of Market Conditions

This section provides a general overview of the current housing market in Fall River. It is based on a review of 2000 Census data, analysis of locally generated data, and consultation and interviews with local real estate professionals. Included are a description of the housing stock and an analysis of housing affordability.

Housing Supply
The 2000 Census reported a total of 41,857 year round housing units in Fall River. Of those, 19.8% were single units-detached housing, 1.4% were single units-attached housing, and 78.5% were multifamily units. Only 0.1% of housing in Fall River is in the category of mobile home. Table 3-20 presents the distribution of the City's housing by type.

Table 3-20

Fall River's Housing by Type
Source: 2000 U.S. Census

	HU	%
1-unit, detached	8,301	19.8
1-unit, attached	592	1.4
2 units	4,986	11.9
3-4 units	15,035	35.9
5-9 units	6,966	16.6
10-19 units	1,858	4.4
20 or more units	4,072	9.7
Mobile Home	47	0.1

In the multifamily housing category, 3-4 unit and 5-9 unit structures are dominant in the City's landscape.

Tenure
Of 41,857 units reported in the 2000 Census, 38,759 or 92.6% were occupied and 7.4% were vacant. Owner-occupied units accounted for 34.9% (13,521 units), while renter-occupied units numbered 25,238 or 65.1% of the housing stock. Average household size of owner-occupied units is 2.66 persons and 2.14 persons in renter-occupied units.

Vacant Units
Of the 3,098 vacant units, 1,819 were for rent and 188 for sale, conditions that translate to vacancy rates of 6.7% for rental units and 1.4% for units for sale.

A 5% vacancy rate for rental units and 1% for sale units are considered reasonable rates for a moderate housing level. Fall River's rates approximate one-quarter more than the desired rates. Additionally, the city has 861 vacant units that are classified as "other vacant" that is, neither for rent nor for sale. Presumably, these units were being rehabilitated or held off the market for some other reasons.

Foreclosures have been the main cause of vacancy and/or abandonment among housing units over the last year. During 2009, the City identified seventy properties that were classified as vacant. Ninety three percent of those properties were vacant due to the property being put into foreclosure.

Housing Conditions
For the purposes of this plan, the City considers a structure to be substandard if it does not provide safe and adequate housing and contains one or more major defects or a combination of minor defects in sufficient number to require extensive repair or rebuilding, or is of inadequate original construction. Additionally, any housing is considered substandard if it lacks complete plumbing facilities or complete kitchen facilities for exclusive use of the occupants of the unit.

The 2000 Census reported a total of 256 units (0.6%) lacking complete plumbing facilities and 373 units (0.9%) lacking complete kitchen facilities. From the total of these 629 units, 146 were vacant housing units.

A housing unit is substandard but suitable for rehabilitation if the defects that result in the violation can be corrected at a cost of rehabilitation not to exceed 95% of the market value after rehabilitation.

Considering that 87.1% of housing units in the city were built before 1979, it is safe to assume that many will require some degree of rehabilitation, to correct deferred maintenance, outdated construction, inadequate insulation and lead-based paint hazards. Majority of these housing units are located in the south end, east end and center of the City. There are no visible slum and blight areas requiring concentrated attention and disproportioned fiscal assistance in Fall River.

Overcrowded Housing
Another factor to examine in evaluating the housing market is overcrowded housing. HUD's definition of overcrowding is "households living in units with more than one person per room". According to the 2000 Census, 214 owner-occupied housing units or 1.6% of households were living in overcrowded conditions, while 830 renter-occupied units, or 3.2% experienced the overcrowded housing in Fall River.

Affordability – Rental Housing

The Section 8 Fair Market Rents (FMR) established by HUD in 2009 for Providence, RI/Fall River, MA/Warwick, RI MSA are depicted in the following table:

Table 3-21

2009 Fair Market Rents for Providence/Fall River/Warwick with Utilities Source: Department of Housing and Urban Development			
Unit Size	**Fair Market Rent**	**Affordable Rent at 30% of**	
	(FMR)	**50% MFI**	**65% MFI**
0 Bedrooms	746	640	813
1 Bedroom	831	685	873
2 Bedrooms	956	822	1,049
3 Bedrooms	1142	951	1,204
4 Bedrooms	1408	1061	1323
5 Bedrooms	1619	1170	1441
6 Bedrooms	1830	1281	1560

The Fair Market Rent is HUD's best estimate of what a household should pay for rent and utilities. A general rule is that households should spend no more than 30% of their income on housing costs. If households are expending more than this percentage of their income on housing, they are considered "cost burdened". If they are spending over 50%, they are considered "severely cost burdened".

The National Low Income Housing Coalition's (NLIHC) Out of Reach 2008 Report compares a side-by-side wages and rents for MSA.

- The study found that an extremely low-income household (earning $20,490, 30% of the 2008 Metropolitan Statistical Area Median Income of $68,300) can afford monthly rent of no more than $512 while the 2008 FMR for a two-bedroom unit was $1,020.
- A minimum wage earner (MA rate of $8.00/hr) must work 98 hours per week to afford a two-bedroom unit at the area's FMR.
- A worker must earn $19.62 per hour (at 40 hrs./wk) in order to afford a two-bedroom unit at the MSA FMR.
- A household must earn $38,240 to afford the 2008 FMR of $956 for a two-bedroom unit. That household also needs to work 2.3 full-time jobs at minimum wage to afford that two-bedroom unit.
- If a renter household is making $11.00 hourly wage, the affordable rent for that household is $570 per month.

These statistics provide a quick comparison of rental costs in the local market to people's ability to afford rental housing.

Affordability – Owner Housing

Housing affordability is dependent upon income and housing costs. Using updated income guidelines, current housing affordability in terms of home ownership can be estimated for the various income groups. According to the HUD income guidelines for

2009, the Providence, RI/Fall River, MA/Warwick, RI, MFI is $72,500. Income for an extremely low-income household (0-30% AMI) earned up to $21,950, a very low-income household (31-50% AMI) earned up to $36,600, and low-income household (51-80% AMI) earned up to $58,550. Note that these income levels assume a household of four persons; income limits are adjusted according to household size. Assuming that the potential homebuyer within each income group has sufficient credit, down payment (5%), and maintains affordable housing expenses (i.e., spends no greater than 35% of their income on the mortgage, taxes and insurance), the maximum affordable home prices are presented in Table 3-22. Given the median home prices presented, home ownership is beyond the reach of extremely low, low, and moderate-income households.

Table 3-22

First Time Home Buyer Obstacle Source: FRCDA						
Family of 4 50% Median Income ($36,600 per year)						
Purchase Price ($)	**5.25% Fixed Rate Bank Loan ($)**	**HOME ($)**	**Gap ($)**	**Bank Payment ($)**	**CDA Payment ($)**	**Total Payment ($)**
Conventional Loan						
225,000	118,435	-	106,566	854	-	854
with HOME Assistance						
225,000	118,435	13,500 grant	93,065	854	-	854
Family of 4 80% Median Income ($58,550 per year)						
Purchase Price ($)	**5.25% Fixed Rate Bank Loan ($)**	**HOME ($)**	**Gap ($)**	**Bank Payment ($)**	**CDA Payment ($)**	**Total Payment ($)**
Conventional Loan						
225,000	211,500	-	13,816	1,366	-	1,366
with HOME Assistance						
225,000	211,500	13,500 grant	-	1,367	-	1,367

Assuming a home price of $225,000, homeownership is beyond the reach of extremely low and very low-income households without the benefit of substantial subsidies. The Community Development Agency is working with local lending institutions to leverage as many possible financial resources in order to increase homeownership opportunities.

Table 3-22 illustrates the financial obstacles for low and moderate-income person(s) in purchasing their first home. The bank loan shown assumes good credit and all other

eligibility are met. It also demonstrates, given the income levels shown, what a typical bank would pre-qualify a homebuyer for a mortgage. It is important to remember that many persons in these income brackets have many other financial obstacles.

Using traditional banking qualifications and creative financing, a person/family in the less than 80% of Median Family Income would require $13,816 from other financing in order to maintain a $1,367 monthly mortgage payment. If the person/family qualified for HOME Program assistance they would be eligible for $13,500 of down payment assistance. With this down payment assistance the person/family would be able to afford a monthly mortgage payment of $1,367. This example shows how important down payment assistance becomes when potential first-time homebuyers are trying to purchase an affordable property.

In the less than 50% of Median Family Income category, a person/family would require $106,566 from other financing in order to maintain a $854 monthly mortgage payment. If the person/family qualified for HOME Program assistance they would be eligible for $13,500 of down payment assistance. Even with this down payment assistance the person/family would need an additional $93,065 from other financing sources to maintain a monthly mortgage payment of $854. This example shows that even with down payment assistance first-time homebuyers will need extreme additional financial assistance to purchase an affordable property.

Age of Housing Stock

The age of housing is commonly used by state and federal housing programs as a factor to estimate rehabilitation needs. Typically, most homes begin to require major repairs or have significant rehabilitation needs at 30 or 40 years of age. Approximately 79% of homes in Fall River were 35 years or older, including 53% that were 65 years or older in 2005. To improve the overall housing conditions in the City of Fall River, the City offers assistance for lower-income homeowners, first-time buyers, and property owners renting to lower-income tenants. Programs include:

- Loans and grants for owner-occupied homes, including mobile homes;
- Rental property rehabilitation assistance;
- Purchase and rehabilitation assistance for first-time homebuyers;
- Programs to help with lead paint removal; and
- Grants to make rental properties accessible for persons with disabilities.

According to the December 2000 RKG report, more than 70% of the housing was built before 1960, indicating a significant number of older properties 40 years older or more. Only 14% of the stock has been constructed over the last 20 years. This suggests a high amount of functional obsolescence considering the changes in construction standards and materials over the last 40 years.

Type of Housing Stock

Fall River's housing stock is heavily concentrated with units in 2-9 unit buildings, and only a small percentage in single-unit structures. Only 21% of the housing units are in single-unit structures and more than 65% of the units are in smaller multi-family properties. The remaining 13% of the inventory is contained in large buildings having 10 units or more. The smaller multi-unit properties are evidenced by the tenement housing built in the early 1900s to support the textile mills.

Lead-Based Paint Hazards

Lead poisoning is the number one environmental hazard to children in America today. Approximately 250,000 children across the U.S. aged 1-5 years have blood lead levels greater than 10 micrograms of lead per deciliter of blood, the level at which the Center for Disease Control (CDC) recommends public health actions to be initiated. Lead's health effects are devastating and irreversible. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, and hyperactivity and aggressive behavior. Several factors contribute to higher incidences of lead poisoning:

- Children under two years of age are especially vulnerable.
- Low-income children are at a risk eight times higher than children from wealthy families.
- Black children have a risk five times higher than white children.
- Children in older housing are at higher risk.
- Up to 50% of children in some distressed neighborhoods have some level of lead poisoning. CDC has determined that a child with a blood lead level of 15 to 19 ug/dL is at high risk for lead poisoning and a child with a blood lead level above 19 ug/dL requires full medical evaluation and public health follow-up.

The Fall River Community Development Agency as well as the several city departments provides services and information to City residents regarding childhood lead poisoning prevention and abatement.

Estimating Number of Housing Units with Lead-Based Paint

The most reliable estimate of the number of dwelling units occupied by low or moderate-income families that contain lead-based paint hazards is one based on age of housing, since lead-based paint has not been used in residential units since 1979. Whether the units in question are occupied by or affordable to low and moderate-income persons, the population generally lacks the resources to identify and remove lead-based paint.

Based on figures from the 2000 Census, there are 36,467 or 87.1% of housing units in Fall River that were built before 1980 and are affordable to low and moderate-income households. These are the units that are most likely to be affected by lead-based paint. The actual number of units affected will be considerably smaller because some of the units have been de-leaded and remodeled. Some of those units have had the lead abated, and others were simply privately rehabbed without the benefit of lead testing. During the last four years the City of Fall River through Mass Housing's "Get The Lead Out Program" and the CD HOME Investment Partnership Program, has rehabbed and de-leaded approximately 199 units of housing.

3.5 Public and Assisted Housing

Development of affordable housing in a market such as Fall River typically requires multi-layering of financial assistance from local, state, and federal levels. This section describes the key players and major funding programs for affordable housing development. Public and assisted housing projects are spread through out the city;

however, some are located in low and moderate-income areas. Single-family assisted units are also mixed well within the city; however clusters of single family development has risen over the past few years and are primarily located on the outskirts of the city.

Public Housing

The Fall River Housing Authority (FRHA) has ownership of 2,491 units in 28 developments, including 1,129 elderly-disabled units in 11 developments (Cottell apartments, Holmes Apartments, O'Brien Apartments, Oliveira Apartments, Doolan Apartments, Bishop Eid Apartments, Bates-Tower Apartments, Medeiros Towers, Mitchell Heights, Barresi Heights and Oak Village).

Also, 1,322 family units in 10 developments (Sunset Hill, Heritage Heights, Watuppa Heights, Bennie Costa Plaza, Riley Plaza, North Rocliffe Apartments, Fordney Apartments, Hillside Manor, Pleasant View, and Maple Gardens). Watuppa Heights contains 100 units of which 32 are currently occupied. Watuppa Heights is schedule for demolition.

The FRHA also has 40 units for the handicapped in five developments located at Bates and Orswell Streets, Highland Avenue, Bullock Street, Ray and Stanley Streets, and Elmer and Corbett Streets.

There were 121 (actual 218 minus Watuppa Heights (68) and Pleasant View (29)) vacant units (5.1% of total) among the FRHA inventory in February of 2010. The units generally were vacant for water or fire damage repairs, routine rehabilitation, and a very high rate of turnover (as high as 50%, according to the December 2004 RKG report).

The waiting lists contain the names of households seeking family units: 1,194 in state developments and 1,380 for federal facilities; and elderly: 96 for state-assisted units and 63 for federal.

The Fall River Housing Authority is not labeled by HUD as a troubled PHA.

Restoration and Revitalization Needs

With an average age of 45 years, the FRHA had a housing stock in need of considerable modernization and rehabilitation efforts to bring the units into excellent condition. Since the advent of the Capital Funds Grants, in 1992, the FRHA has been able to meet the ongoing needs for Modernization in its Federally-Assisted Public Housing Developments. The Chart Shown below details the funding received by the FRHA since the inception of the CFP Grants that significantly extend the life expectancy of the properties.

Table 3-23

Capital Funds Grants Source: Fall River Housing Authority	
Year	**Dollar Amount**
1998	3,205,505
1999	3,724,226
2000	3,312,892
2001	3,387,935
2002	3,244,981
2003	2,989,548
2004	2,859,263
2005	2,726,998
2006	2,629,153
2007	2,691,211
2008	2,844,097
2009	2,624,388
2009 ARRA	3,600,065
2010	3,600,065
TOTAL	**$43,440,327**

The long-term modernization strategy has met mandated items of energy conservation, physical accessibility, lead-based paint testing, and code enforcement, and the scheduling of other work items in keeping with priorities as developed by the FRHA and its residents.

The Fall River Housing Authority Board of Commissioners voted to demolish the Watuppa Heights housing project, a 50-year old, 100-unit complex, which will be replaced by the construction of 26 affordable single-family homes.

Since then, the City, FRHA and DHCD agree that the Watuppa site offers tremendous development opportunity and that a HIP with only 26 single-family homes will not result in a financially feasible project. The parties agree that the HIP will start with the development of 26 affordable, single-family homes or rental units, 24 of which shall be made available to households with incomes falling at or below 30 percent of the area's median family income in an effort to give priority to existing Watuppa Heights residents.

Additional homes will be added to the HIP, for all income levels, in an effort to make the project financially feasible. Affordable home ownership will be encouraged.

The funding proposed for years 2011 though 2014 is detailed in the chart shown below:

Table 3-24

Proposed Modernization Funding ($) Source: Fall River Housing Authority				
Site	**2011**	**2012**	**2013**	**2014**
AMP 1	545,750	545,750	545,750	545,750
AMP 2	189,800	189,800	189,800	189,800
AMP 3	328,400	328,400	328,400	328,400

AMP 4	236,000	236,000	236,000	236,000
AMP 5	356,000	356,000	356,000	356,000
AMP 6	398,700	398,700	398,700	398,700
AMP 7	307,300	307,300	307,300	307,300
CCC Fee Admin	262,438	262,438	262,438	262,438
TOTAL CFP Funds (Est.)	**$2,624,388**	**$2,624,388**	**$2,624,388**	**$2,624,388**

Revitalization needs at the State developments are many and can be catalogued as follows:

- Comprehensive modernization (kitchen, bathroom, roofing, windows, siding, etc.)
  - Pleasant View (final phase is being funded)
  - Maple Gardens
  - Corky Row
- Kitchen/Bathroom renovations
  - Francis J. Barresi Heights
  - Edward F. Doolan Apartments
- Window Replacement
  - Edward F. Doolan Apartments (is being funded)
  - Chor Bishop Joseph Eid Apartments (is being funded)

Section 504 (ADA) Needs Assessment: Pursuant to Section 504 of the Americans with Disabilities Act (ADA), FRHA conducted a Section 504 needs assessment on its public housing stock and continues to pursue improvements to the units in compliance with ADA requirements

The FRHA has completed its work schedule to bring its housing stock in compliance with Section 504 requirements. That schedule included upgrading of fire alarms, elevators and apartments at Sunset Hill, Oak Village, Medeiros Towers, Bennie Costa Plaza and O'Brien, Holmes, Oliveira, Cottell, and Mitchell Apartments. Comprehensive Grant Program funds were utilized for completion of the work.

The FRHA also undertook a self-evaluation of policies and practices and implemented a transition plan to effect modifications where conflicts with Section 504 requirements existed.

Public Housing Resident Initiatives

Public housing resident participation was maximized with enactment of a Memorandum of Understanding between the Fall River Housing Authority and the Fall River Joint Tenants Council, Inc., a citywide organization representing all public housing residents.

The memorandum defines the partnership process, outlines monitoring and evaluation roles for the resident planning group, and schedules quarterly meetings for progress reports on the Comprehensive Grant Program performance and to obtain resident input and comments regarding activities. The FRHA administers and sponsors many resident initiatives, including:

- Contracted security with the Fall River Police Department;

- Recreational services for youth and elderly;
- Youth tutorial/reading enrichment program;
- Youth sports program;
- LPN assessment of elderly/disabled residents;
- Resident job training;
- Head Start day care;
- Drug prevention/education programs;
- Surplus food distributions;
- Nutrition programs for elderly/disabled;
- On-site medical clinics;
- On-site WIC Programs;
- On-site Early Childhood Development Program; and
- First Time Homebuyers Program.

A substantial part of the FRHA management improvement funding is dedicated to activities of major concern to public housing residents; other management improvements are linked to public housing management assessment priorities and other improvements to enhance the general public housing neighborhood.

Federalization of State Aid Public Housing
The Fall River Housing Authority (FRHA) is in the final stages of converting some of its state public housing inventory to the Federal public housing inventory using funding from the American Recovery and Reinvestment Act of 2009 (ARRA). This will result in 481 units at 4 state elderly and family public housing developments being converted to the Federal Public Housing Program allowing the FRHA to receive operating and capital funding for those units in accordance with HUD's Operating Fund and Capital Fund formula processes.

Management and Operating Strategy
The FRHA conducted a general meeting for residents of all federal-aided developments and a Public Hearing to review activities planned within the Comprehensive Grant Program and listed planned improvements at those developments. Resident input at these sessions represents an integral tool in development of programs, activities and improvements for public housing residents.

1. **Comprehensive Grant Developments:** Among the public housing developments participating in the Comprehensive Grant Program are Sunset Hill, Heritage Heights, Diafario Village, Oak Village, O'Brien Apartments, Holmes Apartments, Oliveira Apartments, Medeiros Towers, Cottell Heights, Mitchell Heights, North Rocliffe Apartments, Fordney Apartments, Costa Plaza, and Riley Plaza.

2. **Health Prevention:** Prevention health and flu inoculation clinics are made available through the HEALTHfirst Family Care Center, at public housing for the elderly developments and the WIC Program, also administered by HEALTHfirst, is outstationed on a regular basis to service residents of Pleasant View.

3. **Recreation:** The Community Development Recreation Program's schedule includes activities at public housing locations.

Citizens For Citizens, Inc., the local CAP agency, makes the Head Start Program available to public housing families. The Fall River Council on Aging provides transportation assistance to public housing tenants. City Health Department nurses offer prevention screening clinics. The Public Schools offer Early Childhood Development programs to public housing tenants. The city budget underwrites the nursing staff costs at Cardinal Medeiros Towers. And fire and crime prevention seminars are regularly scheduled by the Fall River Fire and Police Departments.

With the practice of increasing rental levels as family income increases, working families traditionally have moved away from public housing. Initial consideration is being given by the FRHA to implement a program establishing a ceiling on rental limits for tenancy as a means of retaining and attracting working families in public housing. These rents as shown in Table 3-25 will become effective April 1, 2010.

Table 3-25

2009 Public Housing Rent Caps
Source: Fall River Housing Authority

FAMILY DEVELOPMENTS				
Bedrooms	Sunset Hill	Heritage Heights	Diafario	Turnkeys
1BR	$375	$390	$460	$460
2BR	$425	$460	$525	$525
3BR	$460	$495	$555	$555
4BR	$495	$525	$595	$595
5BR	$620	$650	$730	$730

ELDERLY DEVELOPMENTS	
Bedroom Categories	Rent
0BR	$390
1BR	$495
2BR	$560

The program would feature an economic development element, designed in close association with the Fall River Public Schools and other public and private entities, placing emphasis on job training, working skills, and career development for tenants.

The Fall River Housing Authority annual contribution contracts with the Massachusetts Rental Voucher Program provide for 14 mobility units, 3 units at three apartment complexes, 38 Department of Mental Health/Rental Assistance Program subsidies and 21 Alternative Housing Voucher Program units.

The state rental voucher program is being phased out as the Commonwealth is retreating from its programs addressing housing needs. No new vouchers are being issued and those surrendered for any reason are not available for new users.

Supportive Services for Public Housing Residents

As part of the Consolidated Plan, the City must address the non-housing needs of public housing residents. Such needs may include revitalization of neighborhoods surrounding the public housing projects, drug elimination and anti-crime strategies at public housing projects, and other supportive services. FRHA partners with community organizations to implement a variety of programs designed to enhance and improve the lives of public housing residents.

Subsidized Housing Waiting Lists

Because of the desirability of subsidized housing in Fall River, there is insufficient rental assistance available to meet the needs of those persons on the waiting lists with the Fall River Housing Authority.

Separate lists are maintained for elderly housing, family housing, and the Housing Choice Voucher Program. The current lists remain open on a regular basis. Applications for Section 8 assistance are accepted continually, and the FRHA is a participant in the Massachusetts NAHRO Centralized Waiting list.

Following are the waiting lists as of December 31, 2009:

Federal family	1,380
State family	1,194
Section 8	4,405
State elderly	96
Federal elderly	63

It is an objective of the FRHA to ensure that families are placed in proper order on a waiting list so that an offer of assistance is not delayed or made prematurely to any family. The FRHA's Tenant Selection and Assignment Plan uses local preferences weighted highest to lowest (as follows) that reflect priorities by need as well as local concerns and require verification at the time of offer.

1. Emergency Cases - applicants displaced by Fire, Natural Disaster, or Government action, including applicants in units determined to be uninhabitable by competent local authority shall be housed as an emergency case. Applicants granted emergency status will be housed in the next available unit appropriate for the family size. This will include families being displaced by the presence of Lead Paint that has been determined to be hazardous to a young child. Fall River Residents will be chosen before non-Fall River Residents within this category.

2. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works, has been hired to work, or is attending an educational or training program full-time in the City of Fall River, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months.

3. Working/Educational/Training preference for (a) families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months or (b) families with at least one adult who is a full-time participant in an educational or training program designed to prepare the

individual for the job market. Pursuant to 24 CFR 960.206(b)(2), this preference shall also be available to families in which the head and spouse or sole member is age 62 or older or is a person with disabilities.

4. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

5. All other applicants.

Administrative Transfers will be made after emergency cases.

The HA uses these Local Preferences, in its Section 8 HCVP, which are weighted highest to lowest in the following order, reflect priorities by need as well as local concerns, and require verification at the time of offer:

1. Resident of the City of Fall River paying 40% or more of their income for rent. This also includes the applicants on the Centralized Waiting List showing a Rent Burden of 50%.

2. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works or has been hired to work in the City of Fall River, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months. No applicant living in a Federally subsidized Public Housing Project will be denied this preference.

3. Working preference for families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months. Pursuant to 24CFR982.207(b)(2) this preference shall also be available to families in which the head and spouse or sole member are age 62 or older or is a person with disabilities.

4. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

5. Disabled/handicapped families under the age of 62. (The HA will select 15% of those receiving assistance from this category. This 15% includes those disabled/handicapped families under the age of 62 that are selected under preferences 1, 2, 3 or 4.) The intent of this preference is to assure that 15% of those selected are handicapped.

6. All other families subject to the income limits of the program.

7. Families at or below 30% of the current income limits as published by HUD.

For every seven families with a Residency preference who are offered assistance, the next highest ranked eligible family without a Residency preference shall be offered assistance.

If the FRHA develops a program that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure. Special admissions

families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD/FRHA/DHCD for families living in a specified unit:

1. A family displaced because of demolition, disposition, discontinuation or loss of funding of a federal or state public housing project or program;

2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

5. A non-purchasing family residing in a HOPE 2 project.

Suitable for Special Groups
All housing in Fall River is available to any individual or family without regard to race, religion, ethnicity, family status, or disability. There are 1,699 units (570 privately-owned and 1,129 publicly-owned) specifically for elderly and disabled persons. Also, 40 units of public housing are designed specifically for the physically handicapped.

Tenant-Based Rental Housing Assistance

FRHA offers a rental assistance voucher program for lower-income residents. As of January 2010, 2,111 households in the City of Fall River were receiving Section 8 assistance through FRHA.

Project-Based Section 8 Contracts

Project-based Section 8 contracts provide rental assistance that is tied to a rental development (unlike vouchers that are tied to the tenants).

3.6 Barriers to Affordable Housing

Market and governmental factors may pose constraints on the provision of adequate and affordable housing. The City of Fall River provides a detailed assessment of constraints and developing strategies to mitigate constraints identified in the housing section of this document. This section discusses the market and governmental factors that generally impact the City.

Public Policies Affecting the Cost of Housing

Zoning and Site Selection

One barrier to new affordable housing in the City of Fall River is the lack of developable land. More than 50% of the land area within the corporate boundaries is permanently protected open space that cannot be developed, leaving only a handful of small isolated parcels that are suitable for affordable housing development.

The City's zoning requirements are also a barrier to new affordable housing. The small number of undeveloped parcels is located mainly in Industrial Districts that do not permit residential development. Variances and special permit applications can take up to three to five months with a significant upfront investment and no guarantee of issuance.

Sale of Subsidized Housing and Possible Displacement

The City of Fall River will use the recapture method to recover HOME funds from the sale of subsidized housing that have not met the minimum required affordability periods. The proceeds from the repayment of the HOME Program assistance to the original first time homebuyer will be utilized to assist other HOME Program eligible first-time homebuyers to obtain a home within the city, providing the property will be their principal residence.

To ensure that the City recovers all or a portion of the HOME Program funds from a homeowner if the housing is sold, transferred or foreclosed upon within the minimum federally-required affordability period, the following recapture provisions will be made an express covenant of the borrower applicable to the loan:

If the mortgaged property is sold, refinanced, conveyed, assigned, leased, or otherwise transferred, or if a senior lender forecloses on any senior mortgage prior to the end of the minimum federally required affordability period as defined by 24 CFR 92.254(a)(4), the ADDI/Home Program loan assistance must be repaid to the City of Fall River on a net proceeds basis according to the following mathematical formula:

Net Proceeds = (sales price minus municipal liens, minus principal owed to senior lenders, minus selling costs);

Homeowner Investment = (downpayment plus principal paid on first mortgage, and any verifiable capital improvement investment made from date of purchase);

City's Investment = (HOME Program Loan(s) assistance);

Total Investment = (homeowner investment plus City's investment);

$$\text{Amount of Net Proceeds to be returned to the City} = \frac{\text{City's investment}}{\text{Total investment}} \times \text{net proceeds}$$

The City has adopted and is following the *Fall River Residential Anti-Displacement and Relocation Assistance Plan* and contractually requires that subrecipients of CDBG and HOME Program funds be in compliance in order to qualify for assistance. Any relocation assistance provided will be in compliance with the U.S. Department of

Housing and Urban Development Handbook 1378, *Tenant Assistance Relocation and Real Property Acquisition Handbook,* dated January 2006.

Property Tax Policies

The Fall River Board of Assessors administers tax exemptions for various eligible taxpayers. These exemptions are geared to provide tax relief to elderly persons, surviving spouse and minor child, qualifying veterans, and homeowners who are blind. Applications for exemptions must be filed each year and are granted on an annual basis.

Qualifications

a. Elderly Persons (Clause 41C):
   1. Must be 70 years of age or older as of July 1 of the tax year.
   2. Individual must own and occupy the subject property on July 1 of the tax year.
   3. Individual must have been continuously domiciled in Massachusetts for the 10 years preceding the application and have owned and occupied the property or other property in Massachusetts for five years.
   4. Individual's gross income receipts minus social security must be less than $13,000 if single, $15,000 if married.
   5. Must have a whole estate of less than $28,000 if single, $30,000 if married.

b. Surviving Spouse, Minor Child, Elderly Person (Clause 17D):
   1. Individual must possess, as of July 1 of the tax year, the status of either (1) a surviving spouse or a minor with a parent deceased who owns and occupies the property as his domicile or (2) a person 70 years or over who has owned and occupied the property as his/her domicile for at least five years.
   2. Must have a whole estate of less than $40,000.

c. Qualifying Veterans (Clause 22 – 22E & Paraplegics):
   1. Veteran must (1) have been a Massachusetts domiciliary for at least six months before entering the service or (2) have lived in Massachusetts for at least five years unless the city has accepted an alternative local option provision.
   2. Veterans with a service connected disability of 10% or more as determined by the Veterans Administration or the branch of service from which they separated.
   3. Veterans who have been awarded the Purple Heart.
   4. Gold Star mothers and fathers.
   5. Spouses (where the domicile is owned by the veteran's spouse) and surviving spouses (who do not remarry) of veterans are entitled.
   6. Surviving spouses (who do not remarry) of World War I veterans so long as their whole worth, less the mortgage on the property, does not exceed $20,000.

d. Blind Persons (Clause 37):
   1. Must occupy the property as his or her domicile on July 1 of the tax year.
   2. Individual must annually give proof of blindness by providing either a certificate from the Commission for the Blind attesting to a condition of legal blindness or a letter from a reputable physician certifying blindness.

Building Codes (Accessibility)
The City of Fall River follows the Massachusetts State Building Code 7th Edition which mirrors the International Building Codes, and the International Code Council (ICC). The City also follows the Commonwealth of Massachusetts Architectural Access Board Code 521 CMR Parts A through E and references the Board of Fire Code 527 CMR Parts 1 through 50. Substantial housing rehabilitation and new construction projects funded with HOME funds are required to meet the National Energy Five Star efficiency performance standard of 86. The City also requires any substantial housing rehabilitation and new construction projects to comply with the American with Disabilities Act (ADA) by either conforming to ADA accessibility accommodations at the time of construction or rehabilitation or preparing the housing for future modifications for ADA accessibility accommodations.

Identified Impediments and Resolutions

CDA relied heavily on the recently completed 2010 Analysis of Impediments (AI) conducted by the Community Development Agency (CDA) to identify the barriers to affordable housing recognized in that report.

Five major impediments were found since the 2005 AI. Three impediments were recurring and continue to be addressed. Two new impediments were identified and are being addressed. Actions taken to minimize these impediments are highlighted below and are in some cases more fully described within this document and the City's Annual Plan.

Impediment 1: Lack of affordable housing units and lack of affordable land for development.

Resolution 1: The City of Fall River will continue to promote a wide range of housing products to the residents, including offering low interest (3%) loans to rehabilitate and de-lead rental housing. The City will continue to strongly promote homeownership through the First Time Homebuyers Loan Program. The City will continue to aggressively work with the two certified Community Development Housing Organizations (CHDOs) to buy foreclosed and abandoned properties and make them affordable after rehabilitation. The City has just completed development of 12 units of affordable housing with the Community Housing Resource Board, Inc., of which six units are dedicated as affordable housing for veterans.

The City will continue to partner with several state agencies to promote the Soft Second Loan Program, the Get the Lead Out Program, and the Buy Fall River Program. The City is currently working with one private developers on low income tax credit projects to develop 97 units of affordable housing targeted for occupancy in 2012.

The City will continue to use CDBG funds to demolish deteriorated properties and make the land available at an affordable price for development.

Impediment 2: Age of City of Fall River's housing stock.

Resolution 2: The City of Fall River will continue to promote the Homeownership and Rental Housing Rehabilitation Loan Programs. Rehabilitation loans are deferred for one year with an interest rate of 3%. If lead paint removal, asbestos removal, or handicap accessibility is involved, the borrower may receive $7,500 per unit up to $30,000 per building deferred until granted as long as the borrower remains in compliance with the loan and its housing restrictions. In conjunction, the HOME Program requires compliance with Energy Star Standards during substantial rehabilitation and new construction.

Impediment 3: Improvement of Public Housing.

Resolution 3: The Fall River Housing Authority (FRHA) has developed a long-term modernization strategy that has met mandated items of energy conservation, physical accessibility, lead-based paint testing, and code enforcement, and the scheduling of other work items in keeping with priorities as developed by the FRHA and its residents. In 2010, the Housing Authority will continue to make necessary physical improvements to maintain its public housing inventory. A listing of these improvements is available in Section II (Page 12) of the Analysis of Impediments to Fair Housing Choice.

Impediment 4: Lack of awareness on the part of renters and landlords of Fair Housing Initiatives.

Resolution 4: The Community Housing Resource Board (CHRB) is a nonprofit agency and certified CHDO with funding support from federal grant money. CHRB provides assistance to tenants and landlords with fair housing issues. Each client is provided with information regarding fair housing laws and given direction for assistance. Providers of assistance include the South Coastal Counties Legal Services (free legal advice), HUD or MCAD for complaints of discrimination, and the municipal Department of Minimum Housing Standards and the Board of Health for complaints of State Sanitary Code violations.

- CHRB distributes pamphlets regarding fair housing law and tenant/landlord relations, most available in English, Spanish, and Portuguese.
- CHRB provides tenant and landlord counseling and fair housing literature to individuals and to groups such as homeless shelter residents, students and social service providers. CHRB promotes these sessions and workshops through letters, flyers, and word-of-mouth. There are mini-posters available stating "Fair Housing is the Law" in English, Spanish and Portuguese.
- CHRB publishes a "Fair Housing and Equal Opportunity Policy Statement" daily in *The Herald News*. Also, CHRB has created and has available for sale the *Property Management Manual*, a guide for landlords, property managers, tenant groups, real estate agencies, and community development agencies. It is promoted through news articles and the Greater Fall River Association of Realtors.
- Quarterly, CHRB publishes advertisements stating "The City of Fall River Supports U.S. Fair Housing Law" in *The Herald News*, *O Jornal* (a local, weekly Portuguese newspaper), and *The Tribune* (a local, biweekly

newspaper). Monthly, CHRB publishes articles on different fair housing issues in *Footprints*, the publication of Fall River's Council on Aging.

- CHRB, along with CDA and the City of Fall River, promotes April as Fair Housing Month with articles, advertisements, and the presentation of a proclamation and resolution to CHRB by the Mayor of Fall River.

Impediment 5: Poor credit histories of borrowers.

Resolution 5: The City of Fall River and CHRB will continue to outreach nonprofit organizations that run first time homebuyer classes to provide them with resources that provide credit counseling. CDA will continue to take part in the Fall River/New Bedford Housing Partnership, which provides important information to educate consumers of all ages on how to establish and manage their credit. The City will also explore a partnership with the Fall River School Department to provide budgeting and credit workshops to junior and senior high school students.

Market Constraints

Market constraints include land costs, construction costs, and access to financing. The City has little influence over market constraints, but can provide incentives or assistance to overcome the impacts of market constraints.

3.7 Fair Housing

The City of Fall River is committed to furthering fair housing choice for all residents regardless of race, color, national origin, ancestry, sex, sexual orientation, age, marital status, religion, military/veteran status, blindness, hearing impaired, receipt of public assistance or housing subsidy, and children.

In furtherance of its commitment of non-discrimination and equal opportunity in housing, in accordance with the City of Fall River CDBG and HOME Program's Affirmative Marketing Policy and Procedures, the City has established procedures to affirmatively market CDBG and HOME-assisted housing containing five or more housing units.

The procedures provide that individuals of similar economic levels have available a like range of housing choices, regardless of race, color, religion, sex, age, handicap, familial status, or national origin.

Fall River's affirmative marketing goal is to assure that eligible individuals who normally might not apply for the available HOME-assisted housing because of race, ethnicity, or gender will be made aware of available housing, feel welcome to apply, and have the opportunity to secure available housing units.

The Community Housing Resource Board, Inc. provides tenant and landlord counseling and fair housing literature to individuals and to groups such as homeless shelter residents, students and social service providers. CHRB is the only agency of its kind in the area.

3.8 Community Development Needs

HUD Community Planning and Development funds (CDBG, HOME, and ESG) can be used for a variety of supportive services and community development activities. These include: community services; supportive services for persons with special needs; community facilities; public and infrastructure improvements; and economic development.

The information contained in these tables relied heavily on recipients, who may not have capacity to identify needs outside their professional areas of expertise. However it is insightful to the needs of the service providers, grant recipients, and subrecipients themselves.

Table 3-26

Non-Housing Needs: Public Facilities
Source: Consolidated Plan Survey, December 2009

	High Need %	Medium Need %	Low Need %	No Need %	No Response %
Parks/Recreational Facilities	31%	42%	14%	2%	10%
Community/Neighborhood Centers	34%	41%	9%	3%	13%
Health Care Centers	43%	34%	9%	3%	11%
Parking Facilities	43%	29%	16%	3%	9%
Youth Centers	41%	36%	11%	2%	10%
Child Care Centers	42%	36%	9%	1%	11%
Senior Centers	35%	40%	16%	5%	4%
Adult Learning Centers	30%	44%	9%	3%	13%
Fire Stations/Equipment	41%	29%	14%	4%	13%
Domestic Violence Facilities	43%	38%	14%	2%	9%
Disable Persons Facilities	30%	46%	11%	2%	11%

Table 3-27

Non-Housing Needs: Infrastructure
Source: Consolidated Plan Survey, December 2009

	High Need %	Medium Need %	Low Need %	No Need %	No Response %
Streets Improvements	66%	27%	3%	0%	3%
Sewer Improvements	31%	43%	13%	1%	13%
Code Enforcement	40%	32%	13%	2%	13%
Clean-up of Abandoned Lots	58%	28%	8%	1%	6%
Streetscape Improvements	42%	34%	11%	2%	10%
Sidewalk Improvement	54%	35%	6%	5%	-
Water Main Improvements	33%	44%	10%	2%	11%
Solid Waste Disposal	36%	36%	13%	2%	13%
Graffiti Removal	36%	37%	14%	1%	11%

Table 3-28

Non-Housing Needs: Public Service Source: Consolidated Plan Survey, December 2009					
	High Need %	Medium Need %	Low Need %	No Need %	No Response %
Handicap Services	33%	45%	7%	3%	12%
Walking Beat Police Services	55%	26%	7%	4%	9%
Substance Abuse Services	40%	33%	14%	2%	11%
Library Services	40%	26%	19%	3%	12%
Health Care Services	30%	51%	7%	3%	10%
Recreational Services	40%	41%	9%	1%	9%
Crime Prevention/Awareness	54%	27%	7%	1%	11%
HIV/Aids Services	31%	43%	12%	2%	12%
Youth Services	52%	32%	6%	1%	9%
Child Care Services	46%	36%	6%	2%	10%
Senior Services	49%	37%	8%	2%	4%
Adult Learning Services	31%	40%	12%	3%	15%
Immigration Services	31%	17%	30%	6%	15%
Homeless Supportive Services	50%	29%	9%	1%	12%
Homeless Prevention Services	53%	27%	7%	1%	13%
Fair Housing Services	36%	35%	13%	3%	13%
Tenant/Landlord Counseling	31%	32%	22%	2%	13%

Table 3-29

Non-Housing Needs: Economic Development Source: Consolidated Plan Survey, December 2009					
	High Need %	Medium Need %	Low Need %	No Need %	No Response %
Commercial/Industrial Revitalization	31%	40%	13%	3%	14%
Commercial/Industrial Infrastructure	25%	43%	14%	3%	15%
Micro Loans Assistance	23%	46%	14%	2%	15%
Direct Financial Assistance (Business Loan)	28%	42%	13%	3%	14%
Jobs Creation	77%	15%	1%	0%	7%
Employment Training	61%	24%	3%	0%	12%
Jobs Retention	66%	17%	1%	1%	14%
Storefront Improvements	28%	42%	14%	3%	13%
Business Technical Assistance	34%	39%	12%	1%	14%
Business Diversification	44%	33%	5%	2%	16%

Public Facilities and Improvements

Street Improvement Program
Fall River has nearly 300 miles of streets, including major thoroughfares with high traffic volumes that are deteriorated and in need of resurfacing or reconstruction, a condition that creates undue hardship and a blighting influence on neighborhoods.

To address the continued need of an infrastructure that is safe and drivable, delivers healthy water and is handicap accessible, the Fall River City Council approved a $15,000,000 general obligation bond. Commencing on July 1, 2006 the Community Development Block Grant is allocating an amount of $800,000 each program year for 10 years. This annual allocation will provide a financing source to pay the annual principal of the bond.

There are 41 CDA eligible streets that were divided into three contracts, and, along with streets funded through other sources, solicited in a sealed bid process. Contract #1 will contain 11 CDA eligible streets totaling 11,850 linear feet of repair work. Contract #2 will contain 10 CDA eligible streets totaling 14,900 linear feet, and Contract #3 has 20 CDA eligible streets totaling 7,950 linear feet.

Improvements include the installation of new water mains in 22 of these streets. These new water mains will bring clean drinking water to low to moderate-income residents within eligible neighborhoods. Included in the water improvements was the replacement of approximately 135 outdated lead services, which will together result in a water volume increase of close to 50%. And lastly, included in the water work was the replacement of old/broken fire hydrants, which has had a profound impact on improving fire protection in these areas.

Finally, this project provided for extensive sidewalk replacements, which include installation of approximately 600 new wheelchair ramps. These ramps were installed at or near intersecting streets and will conform to all Architectural Access Board (AAB) and Americans with Disabilities Act (ADA) requirements and regulations. The CDA currently has six years remaining to pay on the bond.

Water System
A major portion of Fall River's 200-mile long water delivery system is nearly 100 years old and severe encrustation has reduced the flow significantly, affecting the quality of water, the integrity of the system, and the pressure required for adequate fire protection.

The systematic multi-year approach of the Fall River Water Department to rehabilitate principal system mains servicing lower-income neighborhoods and selected industrial/commercial areas has resulted in over 40 miles of mains in 107 streets having

been rehabilitated or replaced. Water system improvements generally are effected in conjunction with the Street Improvement Program.

This program continues to address the fact that many households still have lead services and consequently have dangerous lead levels in their water. The lead services are connections from the property to the water main buried in the front street. These lead services are removed as water mains are being replaced.

Fire Equipment and Facilities
CDBG funds are allocated yearly to pay the Section 108 Loan Guarantee Program obligation.

Currently CDA has 7 years remaining on the payment of the Section 108 Loan. The current unpaid principal is two million dollars.

Parks and Playground Improvements
Fall River's 12 parks and 14 playgrounds cover approximately 341 acres and represent nearly 2% of total land use in the city. Because of extensive recreational use and substantial degrees of vandalism, these facilities are in various stages of disrepair and there is a constant need for ball field, equipment, and facility upgrading and improvements.

The Community Development Park and Playground Program has been concentrating on expanding and upgrading recreational and ball field facilities at parks in low-income areas of the city.

Public Services

High and medium priority rankings were given to public service needs through implementation of our Citizens Participation Plan, public hearings, consultation with municipal departments, agencies, and individuals, program recipients, nonprofit corporations, neighborhood groups and organizations, and regional agencies and organizations, and the Consolidated Plan Survey conducted by the Community Development Agency. Senior services was ranked as a high need with 49% of the respondents. Youth and recreation services were perceived as a high need by 52% of the survey participants. Childcare also ranked high by 46% of survey participants.

Branch Library Services
Elderly, students, and other residents of the Flint and the principals of schools located in that lower-income section of the City consistently have expressed the importance of accessible library services.

The branch facility at 1386 Pleasant Street makes books, magazines, reading and educational materials, films, recordings, and other audio-visual and library services conveniently accessible to residents and students of the East End and other lower-income neighborhoods.

Over the past four years, more than 62,418 patrons have used the popular branch library. During those four years the library ran 137 special programs.

Recreation Programs and Activities
Year-round athletic, arts, educational, and cultural programs are provided for the youth, adults, and senior citizens as well as numerous family-oriented events. This quality programming is provided to a segment of the community that otherwise would financially

be unable to participate, with many activities made available at senior drop-in centers, public housing locations, and parks/playgrounds located in or servicing lower-income neighborhoods.

During program Years 2005-2009, the Community Development Recreation Program serviced over 140,289 Fall River residents. Yearly, an average of 1,234 persons have been enrolled in 110 programs.

Child Care and Development
Comprehensive child care and development services are essential for three to five-year old children of lower-income parent(s) who are working or seeking employment, enrolled in training programs, or pursuing educational advancement or are deemed eligible in accordance with regulations of the Department of Children and Family Services and Department of Early Education and Care.

Endorsements for continued support for the Child Development Center and its programs have come forth from parents of the students and representatives of the Fall River School Department, with the need for continuation of comprehensive child development and day care services strongly expressed as well at public hearings.

The Child Development Program has averaged 175 enrollees over the past four years.

Senior Centers and Services

With an elderly population increasing dramatically over the past 10 years, Fall River has the fifth largest concentration of elders in Massachusetts with a significant portion having incomes well below the poverty level. The Flint Senior Drop-In Center on Pleasant Street, the Niagara-Maplewood Senior Drop-In Center on Tucker Street, and the South Main Center on South Main Street, all located in lower-income neighborhoods, continue to enrich the lives of seniors by providing such services as health screenings, housing assistance, recreational activities, nutritionally-balanced lunches, and health insurance and benefits counseling.

Over the past four years 215,410 seniors used the Centers. Of the 215,410 seniors, 2,493 were first-time users.

Walking Beat Police Program

Daily coverage of nighttime walking beats in lower-income neighborhoods continues to represent a visible means of reducing incidents of vandalism, arson, and other crimes against persons and properties. Residents of the lower-income neighborhoods often have expressed the need to continue a meaningful police profile for crime prevention purposes and to restore an attitude that will allow residents to walk the streets, patronize neighborhood businesses, and feel secure in their homes.

As a result of this increased security, an element of confidence that is provided will induce increased investment from the private sector that is deemed essential in order for those neighborhoods to become stabilized.

Immigration Services
The Immigration Services Department provides the community's low to moderate-income non-English-speaking or English as a second language residents with immigration, naturalization, translation, social security and insurance services including Medicare. Over the past three years the immigration services department provided assistance to 5,766 clients. The assistance included translations, citizenship applications and referrals to other agencies.

Rehabilitation

Residential Rehabilitation
Improved living conditions for lower-income households are a priority objective of the CDBG Program. CDBG funds will be used to finance the administration of the housing rehabilitation program. CDBG will serve as leveraging for the HOME Program.

If additional CDBG funding comes available, additional units will be rehabilitated, and the assistance will be in the form of low-interest loans to bring substandard dwelling units in owner-occupied structures into compliance with minimum housing standards.

Economic Development

Financial and Technical Assistance
Office of Economic Development – administers **Jobs for Fall River, Inc. (JOBS)**, which provides low-interest loans for fixed and/or working capital to leverage private financing of businesses and industries expanding or locating in Fall River. This tool, available through the Fall River Office of Economic Development (FROED), is a way of creating employment opportunities for lower-income Fall River residents.

The economic development and anti-poverty activities included in the five-year strategy seek to implement the following Consolidated Plan goals:

- Promote economic development opportunities;
- Promote self-sufficiency; and
- Increase financial literacy and wealth-building assets.

CDBG economic development dollars will be used to create jobs, attract new businesses, and improve storefronts in CDBG eligible neighborhoods.

FROED, a private nonprofit organization, continues to offer the Microloan and Storefront Improvement Programs and coordinate eligible activities of public and private economic development entities, developing applications for economic development activities and providing eligible program development assistance to industrial and commercial firms.

A revolving loan fund, supported by the HUD Section 108 Loan Guarantee and EDI Programs administered by FROED, also is available for meeting economic development objectives.

Using CDBG funds, FROED coordinates economic development activities and other funding sources. Its focus is assistance to small businesses, commercial revitalization, and support for community agencies that provide support for entrepreneurship. FROED contracts with a number of small business service providers and nonprofit agencies to administer these various programs:

- **Business Retention, Attraction, and Creation:** Through its contractors, the City offers business assistance and retention efforts in older neighborhood commercial districts, one-on-one business counseling and mentoring, capacity building, specialized assistance regarding governmental regulations, loan counseling, and packaging assistance.

- **Revitalization of Older and/or Low and Moderate-Income Neighborhoods:** Commercial revitalization is an important strategy to fulfilling the City's economic development goals. **Neighborhood Commercial Revitalization** efforts consist of activities designed to improve the aesthetic and functional values of commercial areas in older and low and moderate-income neighborhoods in targeted areas of the City, specifically using the **Storefront Improvements Program**. This program provides matching grants to small businesses for storefront improvements, renovations, and architectural assistance.

JOBS provides technical assistance to borrowers both pre-loan and ongoing once the loan is closed, one-on-one counseling, and workshops and informational seminars for borrowers and prospective borrowers. JOBS also offers educational presentations and information regarding other Federal, State and local resources to assist businesses with financial technical assistance.

FROED is partnering with the City of Fall River in launching the Fall River Energy Enterprise or FREE. This initiative is designed to position Fall River as a regional leader in renewable energy, attract new business and create jobs, and make the city greener and less dependent on fossil fuels. FREE is simultaneously exploring six different renewable energy technologies to generate both clean energy and green jobs: solar, wind, biomass, hydro, tidal and geothermal. The City of Fall River and FROED are also developing an Energy Efficiency and Conservation Strategy (EECS). These two initiatives are being funded through an Energy Efficiency and Conservation Block Grant made available by the American Recovery and Reinvestment Act of 2009.

Lastly, FROED continues to provide staff support to the Fall River Redevelopment Authority for ongoing assistance regarding the Commerce Park, Executive Park, City Pier, Downtown Parking Facilities, Central Waterfront, Cherry & Webb Urban Renewal Plan and the Durfee Textile Building.

Summary of RAB MEETINGS and PUBLIC HEARING

The Fall River Housing Authority (FRHA), pursuant to Federal Guidelines, appointed the City-wide legal representation of the developments--the Fall River Joint Tenants Council, Inc. (JTC)--as the Resident Advisory Board (RAB).

The members of the RAB are as follows:

William H. King, Public Housing
William Walker, Public Housing
Muriel Berryman, Public Housing
Donald Keyser, Public Housing
Rosemary Cutler, Public Housing
Henry Teixeira, Public Housing
Adeline Adams, Public Housing
Charles Turcotte, Public Housing
Robert Tetrault, Public Housing
Irene Echard, Public Housing
Jack Cooper, Mass. Union of Public Housing Tenants
Margarita Morales, Mass. Union of Public Housing Tenants
Susan Hayes, Section 8, Tenant Based
Lisa Copeland, Section 8, Tenant Based

The RAB also had the following unofficial member/observer that represented our state aided developments insofar as issues such as lease and grievance procedures also will affect them.

Adeline Adams State Aided Public Housing, Unofficial Members/Observers.

Six official meetings were held and the Five Year and Annual Plans were presented to the RAB and discussed at length.

RAB Meeting #1 October 26, 2011

Please be advised that the first meeting of the RAB was held on Wednesday, October 26, 2011 at 1:00 p.m. regarding the Authority's upcoming submission of the Agency Plan for 2012.

Fifteen (15) participants were in attendance at this meeting.

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires that public housing authorities to do an annual plan of its operational policies and the spending of its modernization funds.

Over the course of these meetings, we will have a number of discussions regarding the policies and how the modernization funds will be allocated.

Mr. McDonald gave a brief overview of the upcoming meetings and what topics are expected to be discussed at each session. Due to the fact that this is the twelfth year that the Authority has been submitting an Agency Plan, there aren't expected to be many changes to the policies already in place. The topics discussed at this meeting were the Deconcentration Policy and revised Section 8 Payment Standards.

RAB Meeting #2 November 9, 2011

Please be advised that the **2nd meeting** of the RAB was held on Wednesday, November 9, 2011 regarding the Authority's upcoming submission of the Agency Plan for 2012.

Thirteen (13) participants were in attendance at this meeting.

The items discussed were as follows:

--PEST CONTROL POLICY (NO CHANGES)

--PET POLICY (THE ONLY CHANGE IS THE DATE THAT THE POLICY IS IN EFFECT UNTIL (MARCH 31, 2013)

--FRHA LEASE (NO CHANGES, BUT IT WILL BE TRANSLATED INTO SPANISH AS SOON AS POSSIBLE)

--VIOLENCE AGAINST WOMEN ACT (VAWA) (NO CHANGES)

THE NEXT RAB MEETING IS SCHEDULED FOR WEDNESDAY, NOVEMBER 23, 2011 AT 1:00 P.M.

The topics to be discussed at the next meeting are the Rent Policies/Flat Rents; Grievance Procedure; Maintenance Policy and Community Service Policy. Information regarding these topics will be distributed at the meeting.

RAB Meeting #3 November 23, 2011

Please be advised that the third meeting of the RAB was held on Wednesday, November 23, 20110 regarding the Authority's upcoming submission of the Agency Plan for 2012.

Twelve (12) participants were in attendance at this meeting, and items discussed were as follows:

COMMUNITY SERVICE POLICY—A copy of the Community Service Policy was distributed to RAB members. There are no changes to this policy.

GRIEVANCE PROCEDURES—A copy of the Grievance Procedures was distributed to RAB members. There are no changes to this policy.

MAINTENANCE POLICY—A copy of the Maintenance Policy was distributed to the RAB members. There are no changes to this policy.

RENT POLICIES—A copy of the revised Rent Policies was distributed and discussed with the RAB members. It is proposed that there will be a $5 increase in all Flat Rents, starting April 1, 2012 and thereafter.

CAPITAL FUND PROGRAM—A draft of the Capital Fund Program information was distributed and discussed with the RAB members, and will be discussed in depth at the next RAB meeting.

The next RAB meeting is scheduled for **WEDNESDAY, DECEMBER 7, 2011, at 1:00 p.m.** Items to be discussed will include the Capital Fund Program, Admissions & Continued Occupancy Plan (ACOP) and the Section 8 Administrative Plan.

AGENCY PLAN PUBLIC HEARING --The Fall River Housing Authority is required to conduct a Public Hearing each year prior to its submission of the Agency Plan. As in the past, the Public Hearing is scheduled during the first week of January. **The date for this year's Public Hearing is Wednesday, January 4, 2012, 4:00 p.m. in the James A. O'Brien, Sr. Apartments Community Hall. RAB members and the general public are encouraged to attend this Public Hearing.**

RAB Meeting #4 December 7, 2011

Please be advised that the 4th meeting of the RAB was held on Wednesday, December 7, 2011 regarding the Authority's upcoming submission of the Agency Plan for 2012.

Twelve (12) participants were in attendance at this meeting, and items discussed were as follows:

Capital Fund Program (CFP)

The first agenda item at this meeting was the Capital Fund Program (CFP)

funding plan. Peter Proulx, Director of Facilities Management, distributed the final version of the CFP list of items to the participants and same was discussed in detail.

A question and answer period followed the distribution and discussion of the CFP.

SECTION 8 ADMINISTRATIVE PLAN

A copy of the proposed changes to the Section 8 Administrative Plan was distributed to RAB members and discussed.

ADMISSIONS & CONTINUED OCCUPANCY PLAN

A copy of the proposed changes to the ACOP was distributed to RAB members and Marie Souza, Coordinator of Tenant Selection explained each proposed change and answered any questions raised by RAB members.

The next RAB meeting is scheduled for Wednesday, December 21, 2011 at which time we will discuss the Agency Plan Template and answer any other questions the RAB members may have. **THE LUNCHEON WILL BEGIN AT 12:00 NOON, AND THE ACTUAL MEETING IS SCHEDULED FOR 1:00 P.M.**

LAST REMINDER: THE PUBLIC HEARING WILL BE HELD ON WEDNESDAY, JANUARY 4, 2012 AT 4:00 P.N., IN THE O'BRIEN APARTMENTS COMMUNITY HALL. COFFEE AND DONUTS WILL BE SERVED FOLLOWING THE PUBLIC HEARING.

RAB Meeting #5 December 21, 2011

Please be advised that the 5th meeting of the RAB was held on Wednesday, December 21, 2011 regarding the Authority's upcoming submission of the Agency Plan for 2012.

Twelve (12) participants were in attendance at this meeting, and items discussed were as follows:

PHA 5 YEAR AND ANNUAL PLAN—A copy of the draft of the PHA 5 Year and Annual Plan was distributed and each line item was discussed, and any changes were identified and agreed to. Attachment A—Goals and Objectives for the Current Five Year Plan were discussed item by item, and a question and answer period followed.

The annual Luncheon was also held prior to the meeting, which was very enjoyable.

REMINDER: THE PUBLIC HEARING WILL BE HELD ON WEDNESDAY, JANUARY 4, 2012 AT 4:00 P.M. IN THE JAMES A. O'BRIEN, SR. APARTMENTS COMMUNITY HALL. COFFEE AND DONUTS WILL BE SERVED FOLLOWING THE PUBLIC HEARING.

PUBLIC HEARING HELD ON WEDNESDAY, JANUARY 4, 2012

The Public Hearing was conducted on Wednesday, January 4, 2012 at 4:00 p.m. in the James A. O'Brien, Sr. Apartments Community Hall. There were 22 people in attendance, including Executive Director, Thomas J. Collins, Jr.; Deputy Executive Director Daniel P. McDonald, as well as Fall River Housing Authority staff involved in the preparation and implementation of the Agency Plan, a number of the RAB members, and a number of residents from O'Brien Apartments.

Mr. McDonald presided and the hearing was conducted in an informal manner. A number of issues were discussed and summarized below, with any comments notated. Copies of the relevant portions of documents were provided to the attendees. The following subjects were discussed, which were also reviewed and agreed to at the RAB meetings.

Mr. McDonald distributed a copy of the Resident Advisory Board meetings summary, which briefly outlined the subjects discussed at each meeting, as follows:

CAPITAL FUND PROGRAM (CFP)—Both One and Five Year Plans were distributed and reviewed by the attendees. Peter Proulx, Director of Facilities Management, explained the Plans and a brief question and answer period followed Mr. Proulx' presentation. Everett McGarty, Director of Modernization, further explained the contents of the CFP contents.

The FRHA staff explained that the CFP funding may change substantially if and when the Federalization of the six state aided developments occurs and our CFP allocation is changed. This could effect the funds approved by AMP and may require a redraft of our CFP at which time we will meet with the RAB regarding these changes.

A question and answer period followed the distribution and discussion of the CFP list.

RENT POLICIES—Mr. McDonald explained the current rent policy that was agreed to in prior years, and discussed the revised Flat Rents. FRHA residents in Federal developments have the option of paying their rent on a percentage or flat rent basis. The Flat rent system was introduced to enable higher-income residents to remain in public housing, without having to pay exorbitant rents. Our rents continue to be significantly lower than rents in private housing, and the Authority

only raises the flat rents a minimal amount each year to satisfy HUD requirements. The revised Flat rents become effective April 1, 2012.

SECTION 8 ADMINISTRATIVE PLAN—The changes as shown in the summary were presented and discussed.

ADMISSIONS AND CONTINUED OCCUPANCY PLAN (ACOP)—The minor changes were presented and discussed.

DECONCENTRATION POLICY—Mr. McDonald explained the Deconcentration Policy and also explained that after analyzing the income levels in the affected family developments, it was determined that all sites were within the income limits, pursuant to HUD regulations, and, therefore, we not are required to take any action for the coming.

AGENCY PLAN TEMPLATE—Copies of the Agency Plan Template were Distributed and the contents were discussed and any questions from attendees were answered.

The result is an Agency Plan that is agreed to by all parties and with no unresolved issues. The Plan reflects a workable document and is the sum of the Fall River Housing Authority, RAB and public desires.

Following a brief question and answer period and light refreshments, the meeting adjourned at 4:50 p.m.

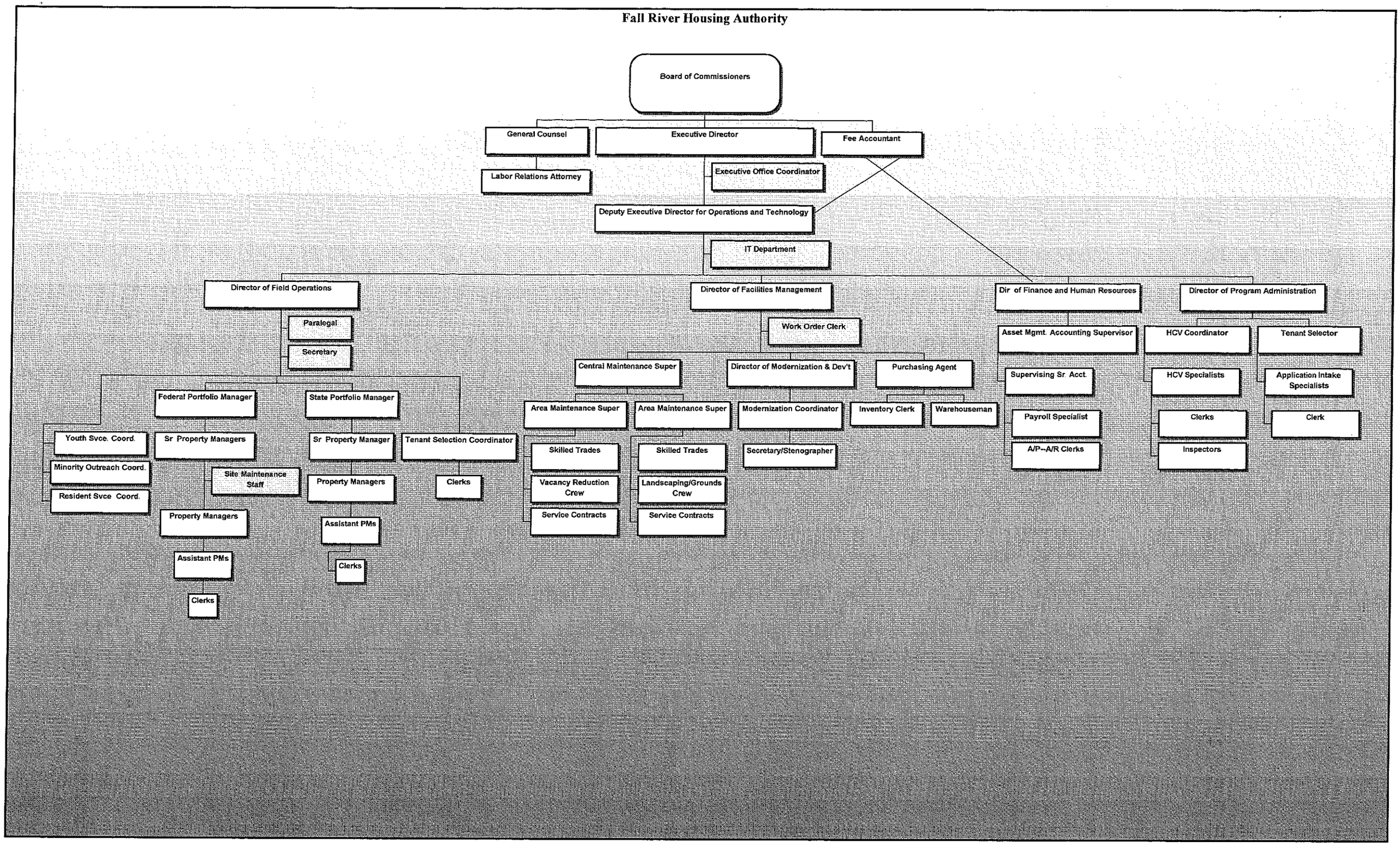
FALL RIVER HOUSING AUTHORITY

ATTACHMENT TO AGENCY PLAN

STATEMENT REGARDING RESIDENT BOARD MEMBERS

Pursuant to 24CFR 964 Subpart E the Mayor of the City of Fall River appointed a Resident Board Member.

The Resident Board Member, John English, was a resident in our James A. O'Brien Apartment complex which is a Federally Subsidized public housing development.

Mr. English is now deceased and the Mayor is in the process of appointing a resident board member that meets the requirements that the Resident Board Member is a person: (1) Who is directly assisted by a public housing agency; (2) Whose name appears on the lease; and (3) Is eighteen years of age or older.

Fall River Housing Authority