

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: <u>Housing Authority of the County of Butler</u> PHA Code: <u>PA 010</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/01/2012</u>														
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>452</u> Number of HCV units: <u>1,491</u>														
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only														
4.0	PHA Consortia <u>N/A</u> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)														
	Participating PHAs PHA 1: PHA 2: PHA 3:	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	<table border="1"> <thead> <tr> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	No. of Units in Each Program		PH	HCV						
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PH	HCV														
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: It is the mission of the Housing Authority of the County of Butler to continue to provide quality, sound and affordable housing and to continue in promote self sufficiency to the residents who reside within our housing.														

5.2	<p>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.</p> <p>Continue to operate with a 3% vacancy rate or lower. Continue to seek private and/or public funds for the betterment of residents living and quality of life. Continue to work with other agencies who provide supportive services to families and elderly persons who reside within our developments.</p> <p>Goals achieved since last Annual Plan:</p> <ul style="list-style-type: none"> • The Authority has successfully received Section 8 Program vouchers for VASH and Persons with Disabilities for a total of 100 additional vouchers. • We have reduced vacancies through the successful conversion of 13 units. • The Authority has leveraged HUD and Non Public Housing funds and have completed an additional 10 units of transitional housing for homeless persons. • The Authority acquired an additional 46 units of family housing as a result of a HUD foreclosure. • The Housing Authority works closely with local non-profit organizations particularly with Housing Counseling Agencies. The Authority is a certified Housing Counseling Agency and approved by HUD, USDA, Fannie Mae, PHFA and the FHLB. • The Authority has done comprehensive renovation of Cliffside Apartments in the amount of \$3,000,000. The Authority has converted efficiency units into one-bedroom units. • The Authority continues ongoing outreach programs to attract Section 8 Program landlords. Our success is that the average landlord is providing less than 4 units to the program. • Acquisition has been accomplished with acquiring 46 family units through a HUD foreclosure. • While we are a low crime area, we continue to monitor such areas as landscaping and lighting for security purposes. • We offer a full comprehensive self sufficiency program and have a large number of successful homeownership and family self sufficiency clients. • The Authority has met HUD's requirement for ADA UFAS goals as modernization funds are available. • The Section 8 landlords continually receive information regarding accessible housing and opportunities for physical improvements to their units.
6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>There are no revised elements since last Plan submission.</p> <p>(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.</p> <p>The Plan is available for review at the Housing Authority of the County of Butler administrative office.</p>
7.0	<p>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. <u>N/A</u></p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. Attachment</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. Attachment</p>

8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>The HACB administers Public Housing, Section 8 Housing Choice Vouchers including Section 8 Vouchers for the Disabled, and VASH Vouchers. The Authority contracts management services to several tax credit properties throughout the County of Butler. The Authority continues to seek additional funds when applicable to further expand these needed programs throughout Butler County. The Authority also administers a Homeownership Program and First Time Homebuyer Program which has been very successful. Due to the economic downturn, there has been an increasing need for additional resources to educate families through our extensive counseling programs including foreclosure prevention. Supportive Services for the elderly, particularly aging in place, is also an area that needs additional funding. Public Housing units are being renovated to meet all Section 504 and UFAS requirements as illustrated within the Capital Fund statements.</p>
9.1	<p>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.</p> <p>The HACB will continue educating the community of the HACB in conjunction with other health and human service agencies of housing opportunities. The HACB continues to seek resources for funding to expand our housing units.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The HACB has consistently met or exceeded all goals.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the HACB that fundamentally change the mission, goals, plans or objectives which require the formal approval of the Board of Commissioners:</p> <ol style="list-style-type: none"> 1. Changes to rent or admission policies or waiting lists. 2. Non-emergency work items that are not listed in the current annual statement/five year plan or change the use of replacement reserve funds under Capital Fund. 3. Changes regarding demolition, disposition, designation of homeownership programs or conversion of activities.

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) Attached (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) Attached (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) Attached (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) Attached (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) Not Applicable (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. Attached (g) Challenged Elements – Not Applicable (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) Attached (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) Attached
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PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011
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**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2012, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

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

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

Housing Authority of the County of Butler

PA 010

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 12 - 20 16

Annual PHA Plan for Fiscal Years 20 12 - 20 16

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

Name of Authorized Official Margaret M. Clawson	Title Board Chair
Signature 	Date 9-9-11

Resident Advisory Board Comments September 2011

Section 11.0 – F

A series of meetings were held by the Housing Authority of the County of Butler to review the 2012 Capital Fund Program and the work items included. The Resident Advisory Board's initial meeting was conducted on August 9, 2011, with Resident Meetings held at all of the Authority owned hi-rises on August 16 and 17, 2011.

The Executive Director commented that the Authority's main concern in the past four years, and again with the upcoming 2012 budget, would be to complete all of the HUD required 504 UFAS handicapped accessibility items at all of the Authority owned properties covered under the plan. Beginning in 2012 we will begin the final 504 project, and the largest, at Terrace Apartments located in the City of Butler. This will take several years to accomplish under the current budget restrictions.

Some of the resident comments were as follows:

At Terrace Apartment the residents requested better thermostat controls again as the current boiler/fin tube system is hard to regulate in the individual apartments. They would also like security cameras installed at the entrances to monitor who enters and leaves the building. At Cliffside, Graystone Manor and Maple Court the residents also noted they would like security cameras installed as a result of the changing times and economic difficulties. At Cliffside they would also like a handrail installed from the parking lot to the entrance at the side of the building. The Executive Director commented we would try to get this item accomplished under the Operating Budget. The carpeting in the hallways at Cliffside is also very worn and needs replaced. The gazebos at all locations are showing wear and tear and will need to be resealed ~ this will be done by maintenance.

It is the Authority's intention to continue with a consistent process for the resident/public participation that will allow for input during the annual update process. It is hoped that as the resident organizations increase their capacity over the next few years even more productive partnerships will be established, especially in terms of community initiatives.

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the County of Butler

Program/Activity Receiving Federal Grant Funding

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

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

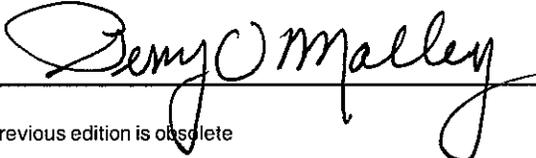
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

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

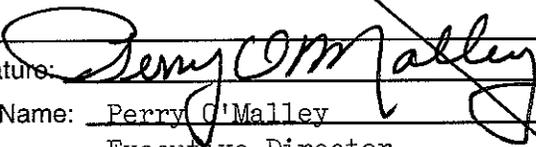
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Perry O'Malley	Title Executive Director
Signature 	Date (mm/dd/yyyy) 9/10/11

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: 	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Perry O'Malley</u> Title: <u>Executive Director</u> Telephone No.: <u>724/287-6797</u> Date: <u>9/10/11</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the County of Butler

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

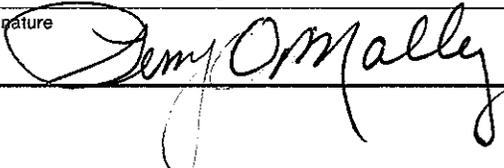
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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

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

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

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

Name of Authorized Official Perry O'Malley	Title Executive Director
Signature X 	Date 9/10/11

Homeownership

The Housing Authority of the County of Butler

The Housing Authority of the County of Butler administers a Homeownership Program within the agency. The Butler County Homeownership Program includes Budget/Credit Counseling, Rental Counseling, Homeless counseling, Foreclosure Prevention Counseling, Pre-Purchase Counseling and a Section 8 Homeownership Program. All Public Housing Residents receive annual information about Homeownership Programming and events. Multiple families have moved from Public Housing to First Time Homeownership.

The Housing Authority does have and has shown the capacity to promote such a program and has been demonstrated through the administration of the Butler County Homeownership Program which was developed by the Housing Authority of the County of Butler. Homeowner Obligation Statements are reviewed and clearly understood by each participant prior to taking on the responsibilities of homeownership. To date since inception 23 families have successfully completed all program requirements and successfully obtained their own financing to become successful homeowners in the Section 8 Homeownership Program. Post-purchase housing counseling has been offered to each section 8 and Public Housing homeowner to ensure long-term success.

The Housing Authority can demonstrate its capacity to administer the program: Require the financing for purchase of a home under its section 8 homeownership Program will: be provided, insured, or guaranteed by the state or Federal government; comply with secondary mortgage underwriting requirements; or comply with generally accepted private sector underwriting standards.

HOUSING AUTHORITY OF THE COUNTY OF BUTLER (BCHA) VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth BCHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by BCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by BCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between BCHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by BCHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by BCHA.

III. Other BCHA Policies and Procedures

This Policy shall be referenced in and attached to BCHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BCHA's Admissions and Continued Occupancy Policy. BCHA's annual public housing agency plan shall also contain information concerning BCHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of BCHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is 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 of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parents; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance.* BCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Admissions Preference.* Applicants for housing assistance from BCHA will receive a preference in admissions by virtue of their status as victims of domestic violence [dating violence, stalking]. This preference is particularly described in the Housing Authority of the County of Butler's Public Housing Admission and Occupancy Policy.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by BCHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by BCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of BCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither BCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of BCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a tenant or household member from a lease, without regard to whether the tenant or household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BCHA. Leases used for all public housing operated by BCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by BCHA, shall contain provisions setting forth the substance of this paragraph. No such bifurcation will be done by BCHA or a Section 8 owner or manager until the tenant has proceeded under state law to obtain a Protection from Abuse Order.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, BCHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BCHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by BCHA. Section 8 owners or managers receiving rental assistance administered by BCHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to BCHA or to the requesting Section 8 owner or manager 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 the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest 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 meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to BCHA or to the requesting Section 8 owner or manager a Federal, State, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by BCHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of BCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. A waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to BCHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by BCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, BCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* BCHA will act upon such an application promptly.
- C. *No right to transfer.* BCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of BCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying BCHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by BCHA. In cases where BCHA determines that the family's decision to move was reasonable under the circumstances, BCHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. *Court orders.* It is BCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other BCHA policies regarding family break-up are contained in BCHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of BCHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BCHA staff become aware that an individual assisted by BCHA is a victim of domestic violence, dating violence or stalking, BCHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BCHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. BCHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BCHA has referral or other cooperative relationships.

XII. Notification

BCHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by BCHA as approved by the BCHA Board of Commissioners.

Civil Rights Certification

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

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

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

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

Housing Authority of the County of Butler

PA 010

PHA Name

PHA Number/HA Code

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

Name of Authorized Official

Perry O'Malley

Title

Executive Director

Signature

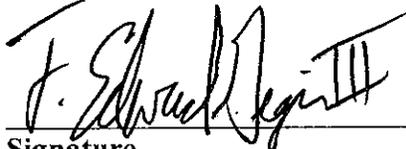


Date

9/10/11

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

I, F. Edward Geiger, III, Acting Deputy Secretary of the Department of Community and Economic Development – Community Affairs and Development, certify that the Five Year and Annual PHA Plan of the Housing Authority of the County of Butler is consistent with the Consolidated Plan of the Commonwealth of Pennsylvania prepared pursuant to 24 CFR Part 91.


Signature

9/21/2011
Date

Part III: Implementation Schedule for Capital Fund Financing Program
 PHA Name: Housing Authority of the County of Butler

Federal FFY of Grant: 2012

Reasons for Revised Target Dates¹

Development Number Name/PHA-Wide Activities	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	Reasons for Revised Target Dates ¹
PA 10-1 Terrace Apartments	08/2014		08/2015		
PA 10-2 Presidents Square	08/2014		08/2015		
PA 10-3 Cliffside	08/2014		08/2015		
PA 10-4 Maple Court	08/2014		08/2015		
PA 10-5 Shore Street	08/2014		08/2015		

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

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011

Part I: Summary 2012-2016

PHA Name/Number – Housing Authority of the County of Butler	Locality (City/County & State) Butler, Butler County, Pennsylvania	Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: <input type="checkbox"/>			
		Work Statement for Year 2 FFY 2013	Work Statement for Year 3 FFY 2014	Work Statement for Year 4 FFY 2015	Work Statement for Year 5 FFY 2016
A. Development Number and Name PA 10-1, Terrace Apartments PA 10-2, Presidents Square PA 10-3, Cliffside Apartment PA 10-4, Maple Court PA 10-5, Shore Street PA 10-6, Diamond/Wick PA 10-8, Scattered Sites PA 10-9, Graystone Manor		\$156,723.25 0 0 0 0 0 0 0	\$156,723.25 0 0 0 0 0 0 0	\$156,723.25 0 0 0 0 0 0 0	\$156,723.25 0 0 0 0 0 0 0
B. Physical Improvements Subtotal		\$156,723.25	\$156,723.25	\$156,723.25	\$156,723.25
C. Management Improvements		\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00
D. PHA-Wide Non-dwelling Structures and Equipment		0	0	0	0
E. Administration		\$46,434.60	\$46,434.60	\$46,434.60	\$46,434.60
F. Other (A/E)		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
G. Operations		\$46,434.60	\$46,434.60	\$46,434.60	\$46,434.60
H. Demolition		0	0	0	0
I. Development		0	0	0	0
J. Capital Fund Financing – Debt Service		\$168,754.00	\$168,754.00	\$168,754.00	\$168,754.00
K. Total CFP Funds		\$464,346.00	\$464,346.00	\$464,346.00	\$464,346.00
L. Total Non-CFP Funds		0	0	0	0
M. Grand Total		\$464,346.00	\$464,346.00	\$464,346.00	\$464,346.00

Part II: Supporting Pages -- Physical Needs Work Statement(s)		2012-2016		
Work Statement for Year 1 FFY 2012	Development Number/Name General Description of Major Work Categories	Work Statement for Year Two FFY 2013	Work Statement for Year Three FFY 2014	
	Quantity	Estimated Cost	Quantity	Estimated Cost
See Appendix	PA 10-1-Terrace Apts		PA 10-1-Terrace Apts	
Statement	1) Handicapped Accessibility(UFAS)	8 units	1)Handicapped Accessibility (UFAS)	8 units (cont.)
		\$156,723.25		\$156,723.25
	PA 10-2-Presidents Square		PA 10-2-Presidents Square	
	No Work	0	No Work	0
	PA 10-3 - Cliffside		PA 10-3 - Cliffside	
	No Work	0	No Work	0
	PA 10-4 - Maple Court		PA 10-4 - Maple Court	
	No Work	0	No Work	0
	PA 10-5 - Shore Street		PA 10-5 - Shore Street	
	No Work	0	No Work	0
	PA 10-6 -Diamond/Wick		PA 10-6 -Diamond/Wick	
	No Work	0	No Work	0
	PA 10-8-Scattered Sites		PA 10-8-Scattered Sites	
	No Work	0	No Work	0
	PA 10-9-Graysstone Manor		PA 10-9-Graysstone Manor	
	No Work	0	No Work	0
	Subtotal of Estimated Cost	\$156,723.25	Subtotal of Estimated Cost	\$ 156,723.25

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/20011

Part II: Supporting Pages – Physical Needs Work Statement(s)		2012-2016									
Work Statement for Year 1 FFY 2011	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Work Statement for Year Four FFY 2015	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Work Statement for Year: Five FFY 2016	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	PA 10-1-Terrace Apts				PA 10-1-Terrace Apts				PA 10-1-Terrace Apts		
	1) Handicapped Accessibility (UFAS)	8 units	\$ 156,723.25		1) Handicapped Accessibility (UFAS) 2) Corridor Floors		\$ 100,00.00 \$ 56,723.25				
	PA 10-2- Presidents Square				PA 10-2- Presidents Square				PA 10-2- Presidents Square		
	No Work		0		No Work		0		No Work		0
	PA 10-3-Cliffside				PA 10-3-Cliffside				PA 10-3-Cliffside		
	No Work		0		No Work		0		No Work		0
	PA 10-4 - Maple Court				PA 10-4 - Maple Court				PA 10-4 - Maple Court		
	No Work		0		No Work		0		No Work		0
	PA 10-5 – Shore Street				PA 10-5 – Shore Street				PA 10-5 – Shore Street		
	No Work		0		No Work		0		No Work		0
	PA 10-6 – Diamond/Wick				PA 10-6 – Diamond/Wick				PA 10-6 – Diamond/Wick		
	No Work		0		No Work		0		No Work		0
	PA 10-8 –Scattered Sites				PA 10-8 –Scattered Sites				PA 10-8 –Scattered Sites		
	No Work		0		No Work		0		No Work		0
	PA 10-9-Graysone Manor				PA 10-9-Graysone Manor				PA 10-9-Graysone Manor		
	No Work		0		No Work		0		No Work		0
	Subtotal of Estimated Cost		\$156,723.25		Subtotal of Estimated Cost		\$156,723.25		Subtotal of Estimated Cost		\$156,723.25

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

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

Part I: Summary

PHA Name: Housing Authority of the County of Butler	Grant Type and Number Capital Fund Program Grant No: PA28 P010501-11 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2011 FFY of Grant Approval:	

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost ¹	
			Original	Revised ²		Expended	
1	Total non-CFP Funds		0				
2	1406 Operations (may not exceed 20% of line 20) ³		\$50,000.00	\$92,869.20			
3	1408 Management Improvements		\$26,000.00	\$26,000.00			
4	1410 Administration (may not exceed 10% of line 20) ³		\$60,000.00	\$46,434.60			
5	1411 Audit		0	0			
6	1415 Liquidated Damages		0	0			
7	1430 Fees and Costs		\$35,000.00	\$15,000.00			
8	1440 Site Acquisition		0	0			
9	1450 Site Improvement		0	0			
10	1460 Dwelling Structures		\$124,592.45	\$115,288.65			
11	1465.1 Dwelling Equipment—Nonexpendable		0	0			
12	1470 Non-dwelling Structures		0	0			
13	1475 Non-dwelling Equipment		0	0			
14	1485 Demolition		0	0			
15	1492 Moving to Work Demonstration		0	0			
16	1495.1 Relocation Costs		0	0			
17	1499 Development Activities ⁴		0	0			

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

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

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

Part I: Summary		PHA Name: Housing Authority of the County of Butler		Grant Type and Number Capital Fund Program Grant No.: PA28 P010501-11 Replacement Housing Factor Grant No.: Date of CFFP:		FFY of Grant: 2011 FFY of Grant Approval:	
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Type of Grant
 Original Annual Statement
 Performance and Evaluation Report for Period Ending:
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: One)
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Obligated	Total Actual Cost ¹	
		Original	Revised ²		Expended	
18a	1501 Collateralization or Debt Service paid by the PHA	\$168,753.55	\$168,753.55			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0			
19	1502 Contingency (may not exceed 8% of line 20)	0	0			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$464,346.00	\$434,346.00			
21	Amount of line 20 Related to LBP Activities	0	0			
22	Amount of line 20 Related to Section 504 Activities	\$124,592.45	\$115,288.65			
23	Amount of line 20 Related to Security - Soft Costs	0				
24	Amount of line 20 Related to Security - Hard Costs	0				
25	Amount of line 20 Related to Energy Conservation Measures	0				
Signature of Executive Director		Date		Signature of Public Housing Director		Date

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

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

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

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the County of Butler

Federal FFY of Grant: 2012

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PA 10-1 Terrace Apartments	08/2013		08/2014		
PA 10-2 Presidents Square	08/2013		08/2014		
PA 10-3 Cliffside	08/2013		08/2014		
PA 10-4 Maple Court	08/2013		08/2014		
PA 10-5 Shore Street	08/2013		08/2014		

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

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

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

Part III: Implementation Schedule for Capital Fund Financing Program
 PHA Name: Housing Authority of the County of Butler

Federal FFY of Grant: 2012

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PA 10-6 Diamond/Wick	08/2013		08/2014		
PA 10-8 Scattered Sites	08/2013		08/2014		
PA 10-9 Graystone Manor	08/2013		08/2014		

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

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

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

Part I: Summary	PHA Name: Housing Authority of the County of Butler	Grant Type and Number Capital Fund Program Grant No: PA28 P01050112 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2012 FFY of Grant Approval:
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost ¹	
			Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds		0			
2	1406 Operations (may not exceed 20% of line 21) ³		\$46,434.60			
3	1408 Management Improvements		\$26,000.00			
4	1410 Administration (may not exceed 10% of line 21)		\$46,434.60			
5	1411 Audit		0			
6	1415 Liquidated Damages		0			
7	1430 Fees and Costs		\$35,000.00			
8	1440 Site Acquisition		0			
9	1450 Site Improvement		0			
10	1460 Dwelling Structures		\$141,723.25			
11	1465.1 Dwelling Equipment—Nonependable		0			
12	1470 Non-dwelling Structures		0			
13	1475 Non-dwelling Equipment		0			
14	1485 Demolition		0			
15	1492 Moving to Work Demonstration		0			
16	1495.1 Relocation Costs		0			
17	1499 Development Activities ⁴		0			

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

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

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

Part I: Summary		FFY of Grant: 2012	
PHA Name: Housing Authority of the County of Butler	Grant Type and Number Capital Fund Program Grant No: PA28 P01050112 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval:	

Line	Summary by Development Account	Original	Total Estimated Cost		Obligated	Total Actual Cost ¹	Expended
			Revised ²	Final Performance and Evaluation Report			
18a	1501 Collateralization or Debt Service paid by the PHA	\$168,753.55					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0					
19	1502 Contingency (may not exceed 8% of line 20)	0					
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$464,346.00					
21	Amount of line 20 Related to LBP Activities	0					
22	Amount of line 20 Related to Section 504 Activities	\$141,723.25					
23	Amount of line 20 Related to Security - Soft Costs	0					
24	Amount of line 20 Related to Security - Hard Costs	0					
25	Amount of line 20 Related to Energy Conservation Measures	0					
Signature of Executive Director		Date		Signature of Public Housing Director		Date	

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

HOUSING AUTHORITY OF THE COUNTY OF BUTLER
FAMILY HOUSING PET POLICY

AMENDMENT TO LEASE FOR FAMILY PROJECTS OWNED AND MANAGED BY THE HOUSING AUTHORITY OF THE COUNTY OF BUTLER.

SECTION 1: ENABLING REGULATIONS

" 24 CFR Part 960 PET OWNERSHIP IN PUBLIC HOUSING FINAL RULE PROVIDES THAT OWNER OR MANAGER OF PUBLIC HOUSING FOR FAMILIES MAY PERMIT PUBLIC HOUSING RESIDENTS TO OWN A PET OR HAVING A COMMON HOUSEHOLD PET LIVING IN THE TENANTS DWELLING UNIT. TO THIS END THE HOUSING AUTHORITY OF THE COUNTY OF BUTLER HAS ADOPTED "REASONABLE" PET RULES...."

These "Reasonable Pet Rules" incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the right and privileges of other residents who choose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

SECTION 2: TYPE DWELLING UNITS PERMITTED PETS

Family dwelling units specifically designed and built for families. Persons living within these dwelling units are permitted a pet according to the Family Housing " Pet Policy. " They are as follows:

10-5 Shore Street	10-8 Scattered Sites
10-6 Wick & Diamond Street	

If and when any future enabling regulations are implemented by the U. S. Department of Housing and Urban Development, this Pet Policy will automatically be amended for compliance.

SECTION 3: TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a cat, goldfish, or tropical fish, canary, parakeet, or lovebird.

One type of pet to a unit will be permitted, ie: one cat, one fish bowl or tank, one cage with no more than two birds.

Dogs will not be permitted as part of the pet policy due to the configuration of property locations.

**SECTION 4: REGULATION REQUIREMENTS PRIOR TO ADMISSION -
(SEE EXHIBIT I)**

All pets must be registered with Management before permission is granted.

Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current inoculation information. Name and address of pet's veterinarian, plus a signed responsibility card showing the names of three (3) persons other than residents to call to come get the pet in the event of the tenant's illness or death.

Owners agree to hold the Housing Authority of the County of Butler harmless in the event the owner's pet should cause harm to another resident, employee of the HACB or member of the public.

Residents will be refused pet registration, if management determines the tenant was unable to fulfill their past or future obligations as a pet owner. If they are unable to adhere to the terms of the lease, or house pet rules, or the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

A pet deposit at the time of submission of " Pet Permit Application in the amount of \$ 100.00 will accompany the application. This amount will apply toward the security deposit if pet application is approved. Also, a monthly fee of \$ 5.00 will be assessed each pet owner to cover the costs associated with the implementation of the pet policy. The pet deposit is to be used to cover costs of damages or fumigation as the result of the pet ownership. The pet deposit will be refunded, minus any applicable charges, within thirty (30) days after the resident vacates the unit or the pet is permanently removed from the unit.

In the event the pet owner is incapacitated or is no longer available to care for the pet, the person designated on the registration form must remove the pet. In absence of the designated person's availability management will place the pet with the Butler County Humane Society.

SECTION 5: PET RESPONSIBILITY CARD - (SEE EXHIBIT II)

Prior to pet admission, the owner must fill in and sign a written responsibility form showing name, address, and phone number of three (3) local persons other than residents who will come and get the pet in the event of tenant's illness, vacation or death. The responsibility form must be renewed each year by January 31st. Persons so named will be responsible in the order of their names on the responsibility card.

SECTION 6: SECURITY DEPOSIT (NOT REQUIRED FOR FISH BOWLS OR TANKS)

The security deposit of \$ 100.00 as stated in " Section 4 " above will be held in deposit as part of the lease. Upon vacancy this will be refunded, minus repairs or damage or necessary fumigation incurred by the pet. Such **deposit will** be used for services related to flea removal as well as other damages.

Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit. The resident will be required to reimburse the project for the real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

All units occupied by a dog or cat will be fumigated upon being vacated, the cost of which will be borne by the security deposit. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner.

SECTION 7: CAT OWNER REQUIREMENTS

Monthly maintenance charge of \$ 5.00 to be paid with the rent by the first (1st) of each month.

Cats must be no less than six (6) months old.

All cats must be litter trained before admission.

Proof that the cat has been de-clawed and spayed, or neutered, must be shown before admission approval.

Cat must wear a collar at all times showing owner's name and address plus a cat flea collar.

Proof must be shown before admission and each year by January 31st that the cat has had the proper FVR-CP and rabies and distemper shots were given and documentation of this must be signed by a veterinarian.

A cat must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.

Tenant must use a Housing Authority of the County of Butler approved type cat litter box which is kept cleaned daily. Litter must be put in a sealed plastic bag and disposed of daily.

No cat cannot be over fourteen (14) inches tall at the shoulders and weigh over 20 pounds.

Cats must be exercised off of Housing Authority of the County of Butler's property.

No cat may stay alone in an apartment overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, see Section 11, Pet Removal.

In case that a pet cannot wait and does deposit waste on Housing Authority of the County of Butler's property. The pet's owner must have a utensil such as a "Pooper Scooper" to use to remove any waste from his pet as soon as it is deposited on Housing Authority of the County of Butler's property. The waste must then be placed in a plastic bag, double, sealed tightly, and put inside a proper waste receptacle.

The flea collar must be changed every three (3) months, and this will be checked upon unit inspection. (save receipts)

All animal waste or litter from cat litter boxes shall be picked up immediately by the pet owner and disposed of in sealed plastic trash bags and placed in trash bins. Cat litter shall be changed at least twice a week.

Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean-up of common area required because of attributable pet nuisance shall be billed to, and paid by, the resident pet owner.

SECTION 8: BIRD OWNER REQUIREMENTS

No monthly maintenance fee unless a problem exists.

No more than two (2) birds to a unit will be permitted, canaries, parakeets, or lovebirds only.
No parrots!

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a plastic bag to be put in trash chute immediately.

Birds must be healthy and free of disease at all times.

Birds are not permitted to be left alone in an apartment over two (2) days unless arrangements for daily care has been made by the owner.

SECTION 9: FISH OWNER REQUIREMENTS

Monthly maintenance charge of \$ 2.00 for electric heat and pump for fish tank to be paid with the rent by the fifth (5th) of each month in a facility where the tenant does not pay for electricity. No charge for a fish bowl not over three (3) quarts.

One fish tank only permitted to a unit no bigger than five (5) gallon size, or one (1) large goldfish bowl no more than one (1) gallon size.

Fish bowl must be cleaned once weekly, minimum. Fish tank must be cleaned once a month. Waste water from tank or bowl must be **disposed** of in the apartment toilet.

Fish may not be alone in the unit over one (1) week unless arrangements for daily care have been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that any water damage done to this apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30-days of the incident.

SECTION 10: GENERAL POLICY FOR AUTHORIZED PETS

Pets are never permitted in another apartment or the public rooms, ie: office, community room, laundry room, lounge, or solarium.

Pets are not permitted in hallways except for proceeding directly to the apartment when entering or exiting.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Housing Authority of the County of Butler must, upon demand, be shown a statement from the veterinarian indicating the diagnosis.

Any pet suspected of suffering symptoms of rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not so afflicted.

Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. Failure to control pet noise may result in the removal of the pet from the premises.

THE HOUSING AUTHORITY OF THE COUNTY OF BUTLER SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR, OR STAFF MEMBER.

No cat shall be left unattended in any unit for longer than 12 hours.

All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenant's sudden illness, resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such area are provided in advance by the resident to the project office and all care shall be at the resident's expense.

In the event of the death of a resident, the resident pet owner agrees that management shall have discretion to dispose of the pet consistent with policy guidelines unless written instruction with respect to such disposal are provided in advance by the resident to the project office.

Unwillingness on the part of named caretakers of a pet, to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

- a. Creation of a nuisance after proper notification consistent with these Pet Rules. Notice shall be within a forty-eight (48) hour period.
- b. Excessive pet noise or odor with proper notification.
- c. Unruly or dangerous behavior.

- d. Excessive damage to the resident's apartment unit.
- e. Repeated problems with vermin or flea infestation.
- f. Failure of the tenant to provide for adequate care of his/ her pet.
- g. Leaving a cat unattended for more than 12 hours.
- h. Failure of the tenant to provide adequate and appropriate vaccination of the pet.
- i. Tenant death and/or serious illness.
- j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

Tenants shall not alter the interior of their unit, patio, porch or courtyard to create enclosure for an animal or bird.

Tenants living on first floor shall not allow pets tied, or outside of the dwelling unit directly on the grounds of the Authority.

Tenants shall not feed stray or unregistered animals. This shall constitute having a pet without permission of the Authority.

Visiting pets and unauthorized pets are not permitted in any buildings or areas.

"support animals", or "therapeutic animals" and may include any animal that actually performs tasks or a service for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with hearing impairments to intruders or sounds, pulling a wheelchair, fetching items or providing emotional support to persons with mental disabilities.

Reasonable limitations may include prohibition on types of animals that the PHA classifies as dangerous, if such classifications are consistent with applicable State and local law. No dangerous or intimidating animals will be permitted. Normally one (1) four-legged, warm-blooded animal is permitted, in a unit.

SECTION 2. PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

A Verification of Need for an Assistive Animal as a Reasonable Accommodation form, attached as Exhibit 1, must be signed by the Tenant in order for management to verify the need of an assistive animal. Upon acceptance of the verification form verifying the need for an animal, a completed, signed Registration form, attached as Exhibit 2, must be registered with the Landlord, by the Tenant, before such animal is brought into the building, Registration must show type of animal, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of veterinarian, plus a signed responsibility card showing the name of three (3) persons to call to come get the animal in the event of the Tenant's illness or death (see Section 4). Registration must be updated annually at tenant re-certification. If the Tenant is currently a resident who already has fish or birds, the Tenant may keep them but will be required to fill out a registration form and responsibility card and identify the type of animal with the office within 30 days of the effective date of this Rider.

If the Tenant fails to provide complete registration information or fails to update the registration annually by their re-certification, the animal will not be permitted on the Premises. Furthermore, if Landlord reasonably determines, based on an application or the Tenant's

housekeeping habits and practices or the Tenant's health, that such person will be unable to comply fully with all of these Regulations, the animal could be denied registration admission. A notice in accordance with Section 10 will be sent to the Tenant stating the basis for Landlord's determination.

SECTION 3. REQUIRED UPDATE OF REGISTRATION

Each registration must be updated once each year at the time of the annual re-certification. Updated annual registration will include:

- a. Verification that the license is in effect and has been renewed for the current year;
- b. The Dog or Cat must be brought to the site management office each year, by appointment only, to be photographed.
- c. Proof of an inoculations that are required for such animal, that all shots are current; and
- d. Proof of annual veterinary care.

At this time, the Responsibility Card will be reviewed with the Tenant to see that the three (3) persons listed are still correct and that there has been no change in either address or phone number.

SECTION 4. RESPONSIBILITY CARD

Prior to admission of the animal, the Tenant must fill in and sign a written Responsibility form, attached as Exhibit 3, showing the name, address, and phone number of three (3) local persons who will come and get the animal in the event of the Tenant's illness, vacation, or death. The responsibility form must be renewed each year by the re-certification date, at the same time the registration is updated.

SECTION 5. SECURITY DEPOSIT

There is not a security deposit for an assistive animal.

SECTION 6. GENERAL CONDITIONS

The Tenant agrees to comply with these rules and the violation of these rules shall be grounds for removal of the animal or termination of the Tenant's tenancy, or both.

- A. Owners must use the nearest accessible exit when taking their animal outside.
- B. No animal may be left unattended, whether tied or tethered, outside the Tenant's unit or building.
- C. Tenants shall not alter their unit, porch, balcony or hallways in any way create an enclosure for their animals without written approval of the Authority.
- D. Apartments, patios, balconies and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- E. Costs of extermination from fleas, ticks, or other animal related pests caused by an animal will be the responsibility of such Tenant.
- F. Tenants shall not permit any disturbance by their animal, which would interfere with other tenants' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.
- G. Waste:

Waste must be properly disposed of as specified in the specific regulations applying to the type of animal in question. At no time will waste of any type be permitted to be placed in any trash chutes, wastebaskets or garbage cans inside the building.

Waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed directly in the dumpster outside. A \$5.00 minimum charge will be levied each

time the Tenant fails to remove waste in accordance with the rules.

H. Owner removing animal from apartment:

Whenever an animal is out of the apartment or house for any reason, such animal will be confined in some way so that it does not become loose in the building. Recapture of a loose animal is the sole responsibility of the Tenant. The Landlord will not be involved or take responsibility for such recapture.

I. Animals cannot be tied or left unattended outside of the Tenant's unit.

SECTION 7. VISITING PETS

Visiting pets are not permitted unless they are dogs aiding the handicapped, i.e., Seeing Eye Dogs.

SECTION 8. PROTECTION OF THE ANIMAL

If the health or the safety of an animal is threatened by the death or incapacity of the Tenant or by other factors that render the Tenant unable to care for the animal, the Landlord will contact one of the three persons listed on the Responsibility Card. If none of these three (3) responsible people are willing or able to care for the animal, or after reasonable efforts the Landlord has been unable to contact one of the three persons, the Landlord will contact the appropriate State or local agency and request removal of such animal. If there is no State or local agency authorized to remove an animal under these circumstances, the Landlord or its designee will enter the Tenant's unit, remove the animal, and place in the Animal Rescue League for permanent disposition.

SECTION 9. OWNER'S ABSENCE

If the Tenant is temporarily absent such as in the hospital or on vacation, the Landlord must be notified as soon as possible before the Tenant leaves with the name of the

person who will take total responsibility to regularly care for the animal until the Tenant returns.

Failure to abide by the above regulations will cause the Landlord to arrange for removal and care of the pet as stated in Section 11, with the cost for such care the full responsibility of the Tenant.

SECTION 10. VIOLATIONS

1. Loose Animals - If an animal gets loose and out of the Tenant's Premises, the Tenant, and not the Landlord is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred within 5 days of presentation of the bill from the Landlord or another tenant if they or their property are involved.

2. Notice of Animal Rule Violation. If the Landlord determines on the basis of objective facts, supported by written statements, that the Tenant has violated a rule governing the keeping of animals, the Landlord will serve a notice to the Tenant of rule violation. The notice of rule violation will be in writing and will:
 - a. Contain a brief statement of the factual basis for the determination and the rule or rules alleged to be violated;

 - b. State that the Tenant has 10 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the animal) or to make a written request for a grievance hearing to discuss the violation with the Landlord.

 - c. State that the Tenant's failure to correct the violation or to request a grievance or to appear at a grievance hearing shall result in initiation of such procedures to have the pet removed or to terminate the Tenant's tenancy, or both.

SECTION 11. ANIMAL REMOVAL

If an animal becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the animal or other tenants as a whole, the Landlord or an authorized agency will be permitted to enter the Tenant's unit, remove the animal, and take such action with respect to the animal as may be permissible under State and local law. The Landlord is permitted to enter the Premises in such cases as above if any one of four situations applies:

- a. The Tenant has refused to remove the animal or if the Landlord is unable to contact the Tenant to make the removal request.
- b. If the Tenant is willing but unable due to accident or illness to remove the animal.
- c. Should the Tenant decide for any reason they no longer require the animal, it is the Tenant's responsibility to remove it and find somewhere to take it themselves at their expense.
- d. Landlord reasonably believes the animal is being abused or neglected.

1. Notice for Animal Removal

If the Landlord determines that the Tenant has failed to correct the rule violation, the Landlord may serve a notice to the Tenant requiring the Tenant to remove the animal. The notice will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the rule that has been violated;
- b. State that the Tenant must remove the animal; and
- c. State that failure to remove the animal shall result in initiation of procedures to have the animal removed or terminate the Tenant's tenancy, or both.

SECTION 12. DEATH OF ANIMAL

Should a pet die on the Landlord's property, it is the responsibility of the Tenant to dispose of the animal immediately and properly. If this is not done within one (1) day and the Landlord must dispose of such animal, the Tenant will be responsible for all costs incurred by the Landlord. The animal may not be disposed of on the Landlord's property or in a dumpster located thereon.

SECTION 13. UNIT INSPECTION

The Landlord's maintenance personnel will not be permitted to enter the Premises housing a dog or cat unless the Tenant is home and places the animal on a leash or is under control at all times while the maintenance personnel are in the unit. Any problems noticed at an inspection, such as damages to the Premises or odors, will be rectified by repairs or extermination within ten (10) days of the inspection. If the Tenant has not arranged for repairs or extermination within such ten (10) day period, the Landlord will then make the necessary repairs or extermination at the Tenant's expense. These charges are considered to be the same as rent due and owing and must be paid within thirty (30) days of invoice.

SECTION 14A. DOGS

In addition to the other sections of these rules, the following apply:

Proof that the dog is already neutered or spayed must be furnished.

Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Tenant. Dogs must wear a collar at all times showing license and owner's name and address, plus a flea collar.

Each year, by annual re-certification, the Tenant must show proof that the dog has had the proper Parvo shots for

distemper and rabies. This proof must be signed by a veterinarian.

A dog must be on a leash at all times when outside of the Tenant's Premises unless it is in an approved locked carrier. Small dogs should be held and carried through the building even if on a leash.

In the case that an animal deposits waste on the Landlord's property, the Tenant must remove such waste immediately upon deposit on the Landlord's property. Waste must be placed in a plastic bag, sealed tightly, and put inside an outside dumpster.

It is the Tenant's responsibility to clean the stairwell if there is any deposit of hair, mud, snow, or animal waste from their animal. Also, if an animal tracks snow, rain or mud into an elevator, stairwell or hallway, this must be cleaned up by the Tenant immediately.

Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.

No dog may stay alone in a unit overnight. It is the responsibility of the Tenant if they have to leave suddenly and be away overnight to take the animal elsewhere until they return. If an animal is found alone, it will be removed.

Whenever the Landlord's employees or contractors need to enter the Unit, the Tenant must be present and the dog must be contained and under control.

SECTION 14B. CATS

In addition to the other sections of these rules, the following apply:

Proof that the cat has been de-clawed and spayed or neutered must be shown before admission approval.

Cats must wear a collar at all times showing owner's name and address plus a cat flea collar.

Proof must be shown before admission and each year by annual re-certification that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.

Cats must be on a leash at all times and carried when outside the Tenant's apartment or carried in an approved locked pet carrier.

The Tenant must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag, and placed in the outside dumpster by the cat owner. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled litter must be placed in a tightly sealed plastic bag and placed in the outside dumpster. Cat waste and litter are never to be disposed of in the building.

No cat may stay alone in an apartment overnight. It is the responsibility of the Tenant if they have to leave suddenly and be away overnight to take the animal elsewhere until they return. If an animal is found alone, it will be disposed of.

In the case that a cat deposits waste on the Landlord's property, the Tenant must immediately remove such waste. The waste must then be placed in a plastic bag, sealed tightly and put in an outside dumpster.

Whenever Landlord's employees or contractors need to enter the unit, the Tenant must be present and the cat must be contained and under control at all times.

In the event the cat deposits hair, mud, snow, water, or animal waste in the building in the hall, stairwell, or elevator, this must be cleaned up by the Tenant.

The Tenant also agrees to comply with these rules as provided in this Rider, and the violation of these rules shall be grounds for removal of the animal or termination of the Tenant's tenancy, or both in accordance with the provisions of this policy and applicable regulations.

GRIEVANCE PROCEDURES:

If the requesting individual with a disability is not satisfied with BCHA's response to the individual's request(s) for an assistive animal, the individual may file a formal grievance, including appropriate supporting documentation, if any, with the BCHA's Section 504 Coordinator. The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the BCHA's files. In addition, the BCHA shall provide assistance to any individual who requests assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

Within seventy-two (72) hours of receipt, the BCHA's Section 504 Coordinator will respond to the individual's grievance.

The Section 504 Coordinator will provide his/her formal decision, in writing, within ten (10) business days after receipt of the grievance.

If the individual is dissatisfied with the BCHA's Section 504 Coordinator's determination, the individual may pursue remedies under the BCHA's HUD-approved Grievance Procedures.

Butler County Housing Authority
Serving the Housing Needs of Butler County

**VERIFICATION OF NEED FOR A SERVICE/ASSISTIVE ANIMAL AS A
REASONABLE ACCOMMODATION**

Name: _____

Address: _____

Applicant Name: _____

Property Name: _____

Dear Ms/Sir,

The above-named person is applying for admission to or is currently a resident in public housing and has expressed a need for an assistive animal. The Butler County Housing Authority permits the resident/participant, in certain programs, to have a pet; however, the resident/participant is asking for an assistive animal. In order to have an assistive animal the Butler County Housing Authority must verify that the person is disabled and that there is a need for the assistive animal, instead of a pet. The applicant has named you as a person who can verify the applicant's need for the assistive animal, if, in your best professional opinion, such is needed. If you have any questions, please call 724-287-6797. Your prompt return of this form in the attached stamped, self-addressed envelope would expedite processing.

Sincerely, _____

1. Name of family member requesting the assistive animal: _____

2. Verifying disability:

The Department of Housing and Urban Development defines a disabled person in three ways:

- 1) A disabled person is one with an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial activities comparable to those in which the person previously engaged with some regularity and over a substantial period.
- 2) A developmentally disabled person is one with a severe chronic disability that:
 - a. is attributable to a mental and/or physical impairment;
 - b. is manifested before age 22;
 - c. is likely to continue indefinitely;
 - d. results in the substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language, learning, mobility, self-direction, and economic self-sufficiency AND
 - e. requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.

Butler County Housing Authority
Serving the Housing Needs of Butler County

SERVICE ANIMAL/ASSISTIVE ANIMAL REGISTRATION FORM

OWNER OF ANIMAL TO FILL OUT THE FOLLOWING:

As of this date, _____, 20__, I, _____, in #____ apartment at _____, am requesting registration of the following type animal, a _____ (type*), named _____, age _____. (Picture attached.)

* Bird's vet verification voluntary, Fish Exempt.*

As the owner, I hereby certify that I have a license (license # : _____), for the animal and it is in effect until _____, 200__ (copy attached).

As the owner, I also have read the Lease Agreement and agree to abide by those regulations. My signed Responsibility Card is attached.

Signature _____ Date _____

The animal's veterinarian is _____ at _____
Phone # : _____.

VETERINARIAN TO FILL OUT THE FOLLOWING:

This animal had the following necessary inoculations:

which are effective until _____, 200_____.

I am certifying that this animal is in good health and has been spayed or neutered as required by management on _____.

If a cat, it has also been de-clawed on _____.

Veterinarian's Signature _____ Date _____

Management:

All in order, approved by _____
Signature & Title Date



Butler County Housing Authority prohibits discrimination in all of its activities on the basis of race, color, national origin, gender, religion, age, familial status, marital status, handicap or disability. This institution is an equal opportunity provider and employer.



Butler County Housing Authority

Serving the Housing Needs of Butler County

Service/Assistive Animal Responsibility Form

(Must be filled in, signed, and submitted with the Registration Form, to the Housing Authority, before the animal can be approved.)

As an assistive/service animal owner residing in # _____ apartment, at _____, Housing Authority managed building, I, _____ have contacted the following three (3) local persons who have agreed by their signatures to accept the responsibility for removal and/or care of my animal if I become ill or for any reason cannot temporarily care for this animal.

1. I have read the Regulations and agree to abide by these rules and assume responsibility for the animal _____ (name of animal) owned by _____ (name of owner) living at _____ in the event that the owner is out of town, or for any reason is not able to continue care of the animal, temporarily when called by the owner or Butler County Housing Authority.

Name

Address

Telephone

2. I have read the Regulations and agree to abide by these rules and assume responsibility for the animal _____ (name of animal) owned by _____ (name of owner) living at _____ in the event that the owner is out of town, or for any reason is not able to continue care of the animal, temporarily when called by the owner or Butler County Housing Authority.

Name

Address

Telephone

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Serving the Housing Needs of Butler County

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3. I have read the Regulations and agree to abide by these rules and assume responsibility for the animal _____ (name of animal) owned by _____ (name of owner) living at _____ in the event that the owner is out of town, or for any reason is not able to continue care of the animal, temporarily when called by the owner or Butler County Housing Authority.

Name

Address

Telephone



Butler County Housing Authority prohibits discrimination in all of its activities on the basis of race, color, national origin, gender, religion, age, familial status, marital status, handicap or disability. This institution is an equal opportunity provider and employer.



HOUSING AUTHORITY OF BUTLER COUNTY
EFFECTIVE COMMUNICATION POLICY
FOR
PUBLIC HOUSING

INTRODUCTION

It is the policy of the Butler County Housing Authority (BCHA) to ensure that communications with applicants, residents, participants, employees, and members of the public with disabilities are as effective as communications with others.

BCHA, including its employees, agents and contractors shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing and visual disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services and activities conducted by the Butler County Housing Authority.

This Effective Communication Policy sets for the policy of the Housing Authority of Butler County in connection with making communication available for qualified applicants, residents, and participants with disabilities for participation in BCHA's public housing programs and other activities. A copy of this Effective Communication Policy is posted in the BCHA Administrative Office. Additionally, a copy of the Effective Communication Policy may be obtained upon request from the BCHA's Administrative Office.

AUXILIARY AIDS AND SERVICES:

"Auxiliary aids and services" include, but are not limited to:

1. qualified sign language interpreters, note-takers, transcription services, written materials, telephone

handset amplifiers, assistive listening devices, assistive listening systems, telephone compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunication devices for deaf persons (TDDs), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and,

2. Qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

BCHA will use what means of communications, listed above, that are available at the time of the request, unless this would cause an undue financial and administrative burden on the housing authority. In this case, the BCHA will make another accommodation that would not result in a financial and administrative burden, or a fundamental alteration in the nature of its service, program, or activity.

REQUEST FOR EFFECTIVE COMMUNICATION:

When an auxiliary aid or service is required to ensure effective communication, BCHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. BCHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that BCHA will honor the choice, unless it can show another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual will submit his/her request for auxiliary aids or services to the appropriate BCHA official designated below. All requests shall be dated and time-stamped upon receipt by the appropriate BCHA official.

Within forty-eight (48) hours¹ of receipt of the individual's request, the designated BCHA official will consult with the individual with the disability when the preferred type of auxiliary aid or service is not available or not required, and the official is attempting to ascertain whether an alternative means of communication will ensure effective communication.

Within five (5) business days² following receipt of the effective communication request(s), the designated BCHA official will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided.

The Section 504 Coordinator will maintain copies of all requests for effective communication and the BCHA's response, including final disposition, for the duration of this Agreement.

Individual requests for Effective Communication will be directed to the following BCHA officials:

Applicant Requests:

Applicants for the Butler County Housing Authority should make requests(s) for auxiliary aids and services to the receptionist handling the waiting list. The receptionist shall report directly to the Section 504 Coordinator; if the Section 504 Coordinator is not available then the request will be given to the Executive Director.

Resident Requests:

BCHA's resident request(s), of the properties, for auxiliary aids or services should be made to the Property Manager at the Administrative Office. The Property Manager shall report directly to the Section 504 Coordinator; if the Section 504 Coordinator is not available then the request will be given to the Executive Director.

¹ The term "hours" shall mean those hours of business, 8:30am through 4:30pm, excluding Saturdays, Sundays and holidays observed by BCHA.

² The term "business days" shall mean those days of the week, excluding Saturdays, Sundays and holidays observed by the BCHA.

Other Requests:

Requests from members of the public who wish to participate in programs, services and/or activities of the BCHA shall submit their request(s) for auxiliary aids and services to the receptionist. The receptionist shall report directly to the Section 504 Coordinator; if the Section 504 Coordinator is not available then the request will be given to the Executive Director.

However, individuals with disabilities who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., shall make their requests no later than forty-eight (48) hours prior to the event.

GRIEVANCE PROCEDURES:

If the requesting individual with a disability is not satisfied with the BCHA's response to the individual's request(s) for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation, if any, with the BHCA's Section 504 Coordinator. The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the BHCA's files. In addition, the BCHA shall provide assistance to any individual who requests assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

Within seventy-two (72) hours of receipt, the BHCA's Section 504 Coordinator will respond to the individual's grievance.

The Section 504 Coordinator will provide his/her formal decision, in writing, within ten (10) business days after receipt of the grievance.

If the individual is dissatisfied with the BCHA's Section 504 Coordinator's determination, the individual may pursue remedies under the BCHA's HUD-approved Grievance Procedures.