

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

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

**PHA Plan - IL30v01
Agency Identification**

PHA Name: St. Clair County Housing Authority

PHA Number: IL030

PHA Fiscal Year Beginning: 07/2000

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

[24 CFR Part 903.5]

A. 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. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: It is the mission of the St. Clair County Housing Authority (SCCHA) to provide well-maintained and safe assisted housing to the eligible low-income residents of St. Clair County. SCCHA is committed to assisting residents in meeting their personal development goals, especially those related to achieving economic self-sufficiency and those related to senior citizens maintaining an independent lifestyle. SCCHA is committed to providing its services in an efficient, economical, and legally responsible manner.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:

- Obtain "High Performer" status under PHAS
- Obtain "High Performer" status under SEMAP
- Increase customer satisfaction:
- Concentrate on efforts to improve specific management functions:
(list; e.g., public housing unit turnaround time)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other:
-Develop Asset Management system for property assessment

- PHA Goal: Increase assisted housing choices
Objectives:
- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other:
-Pursue renewal of project-based Section 8 HAP Contracts
-Develop local homebuyer assistance program by July 2001

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities) 3 High-Rise Buildings
- Other:
-Continue aggressive applicant screening and resident lease enforcement efforts.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
 - Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other:
 - Encourage resident participation in education/training programs.
 - Establish flat rent schedule effective 7/2000 using Section 8 Fair Market Rents and update by 7/2001 using market data.
 - Administer Family Self-Sufficiency Program serving 25 clients.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2000

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
 Small Agency (<250 Public Housing Units)
 Administering Section 8 Only

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

SCCHA has prepared its Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

Although there are many capital-improvement needs, all of SCCHA's public housing stock is viable. Therefore, no demolition or conversion activity is planned.

There are no plans to expand the Public Housing or Section 8 Tenant-Based Assistance Programs due to a variety of local factors.

SCCHA's efforts are focused on improving the management of the public housing and administration of the Section 8 programs (obtain "high performer" status under PHAS and SEMAP).

Annual Plan highlights and SCCHA discretionary policies include:

- Develop Asset Management System to assess each public housing development
- Utilize Capital Improvement Funds to upgrade / modernize the public housing stock
- Utilize Public Housing Drug Elimination Program (PHDEP) funds for supplemental law enforcement and prevention programs to reduce the level of drug-related crime in the targeted developments to a level equal to or less than the surrounding neighborhood
- Develop local homebuyer assistance program serving public housing residents and Section 8 participants
- Implement public housing site-based waiting lists
- Pursue renewal of project-based Section 8 Housing Assistance Payments Contracts that expire within next 5 years
- Apply for designation of three hi-rise buildings as "seniors only"
- Establish Flat Rents for public housing using Section 8 FMRs by July 2000 and update by July 2001 using "market based" approach

- Establish \$50 minimum rent for public housing and Section 8
- Retain updated ceiling rent schedule for public housing for allowable three year period
- Interim recertifications shall not be required for public housing residents or Section 8 program participants who have an increase in income
- The Section 8 Payment Standard shall be initially established at a level between 90% - 100% of the public FMR.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	<u>Section #</u>
Annual Plan	
i. Executive Summary	E
ii. Table of Contents	
1. Housing Needs	1-1
2. Financial Resources	2-1
3. Policies on Eligibility, Selection and Admissions	3-1
4. Rent Determination Policies	4-1
5. Operations and Management Policies	5-1
6. Grievance Procedures	6-1
7. Capital Improvement Needs	7-1
8. Demolition and Disposition	8-1
9. Designation of Housing	9-1
10. Conversions of Public Housing	10-1
11. Homeownership	11-1
12. Community Service Programs	12-1
13. Crime and Safety	13-1
14. Pets (Inactive for January 1 PHAs)	14-1
15. Civil Rights Certifications (included with PHA Plan Certifications)	15-1
16. Audit	16-1
17. Asset Management	17-1
18. Other Information	18-1

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- A Admissions Policy for Deconcentration – IL030a01
- B FY 2000 Capital Fund Program Annual Statement – IL030b01
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2000 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

JURISDICTIONAL NEEDS ASSESSMENT TABLE

Table 1. Needs of Specific Families in the Jurisdiction			
	EXTREMELY LOW INCOME	ELDERLY, DISABLED	RACIAL/ETHNIC GROUP
Affordability Issues	Fifty nine percent of these families have cost burdens that exceed 50% of income. Affordability particularly severe for small family households (75% have cost burden).	Almost 75% of renters have cost burdens in excess of 30%	Blacks are the only sizeable minority population in St. Clair County. There is high concentration of ELI families among black households, making affordability a major problem.
Supply of Housing	Supply of quality rental housing adequate, but unaffordable to these households. Need for new or renovated affordable, quality homeowner units	No separate need /issues related to supply identified for this group	With concentrations in “collar” communities to East St. Louis, supply of quality rental and affordable owner occupied housing is a major problem for this group.
Quality of Housing	Quality of housing available to this group is generally very poor. The units available at affordable rates are sub-standard. Housing situation often very unstable.	56% of renters and 71% of ELI owners in this group have some housing problem.	Poor housing common problem due to concentration in low-income communities and aged / deteriorated housing stock.
Accessibility	Cost burden prohibits access to available quality rental housing for this group.	Few units accessible to persons with disabilities (i.e. lack appropriate physical accommodations).	No separate need / issue related to accessibility identified for this group.
Size	Small (1 and 2 person) households have most housing problems.	No separate need / issues related to size identified for this group.	Large households in general (not just ELI group) have significant housing problems. Blacks have higher incidence of larger households.
Location of Housing	Rental units affordable to	No separate need / issue	High concentration in

	this group located in distressed areas--- collar communities around East St. Louis or in trouble pockets of other communities.	related to location identified for this group.	“collar” communities around ESL, but an increasing number are moving to “pockets” of less impacted communities.

*Includes all income groups---including those above 95% of MFI.

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 1995 (as periodically updated)
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

PUBLIC HOUSING NEEDS ASSESSMENT TABLE

Table 2. Needs of Specific Families on the Public Housing Waiting List			
	EXTREMELY LOW INCOME	ELDERLY, DISABLED	RACIAL/ETHNIC GROUP
Affordability Issues	Despite strong local economy, need remains high and is expected to continue. This group comprises 89% of the waiting list.	Sufficient supply of affordable, quality housing.	Greatest need among black applicants. Blacks comprise 77% of the waiting list.
Supply of Housing	Minimally sufficient.	Sufficient. Elderly wait	No separate need / issues

	Turnover rate is increasing and wait period decreasing due to economic factors	list is decreasing, as is average wait time.	related to supply identified for this group.
Quality of Housing	Existing units are generally of good quality. Modernization / capital needs remain high due to age, design, and characteristics of stock.	Moisture problems related to initial construction material defects threatens two hi-rise buildings (86 units). Large sums of capital improvement funds may be needed for assessment and correction. Costly conversion of efficiency units anticipated due to low demand	No separate need / issues related to quality identified for this category
Accessibility	Demand decreasing resulting in shorter wait periods	Demand decreasing resulting in shorter wait periods	No separate need / issues related to accessibility identified for this category
Size	Available stock distribution consistent with waiting list patterns (see attachment #1).	Available stock distribution consistent with waiting list patterns (see attachment #1)	No separate need / issues related to size identified for this category
Location of Housing	<i>Most of available family stock is located in low-income, minority concentrated areas with limited access to services (i.e. transportation). Low demand for remote rural areas also a problem.</i>	Most units located in desirable locations with convenient access to services. Soft market areas are remote rural locations and Centreville Hi-Rise, especially efficiency units.	Black households concentrated in large family developments in Centreville, Alorton, Brooklyn

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

C. Strategy for Addressing 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**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: Support the efforts of others to increase the number of affordable housing units.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA

- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

STATEMENT OF FINANCIAL RESOURCES		
1	Income/Receipts for Public Housing	(000)
2	Rental Income	1,471
3	Investment Income	90
4	Entrepreneurial Activities	
5	Donations	
6	Leveraged Funds	
7	Operating Fund Receipts	2,099
8	Current Capital Fund Receipts	269
9	Prior Year Capital Fund Receipts	2,345
10	Current Drug Elimination Program Receipts	97
11	Prior Year Drug Elimination Receipts	240
12	Other Grant Receipts	
13	Other : _____	
14	Other : _____	
15	Other : _____	
16	Other : _____	
17	Total Public Housing Income	6,611
18		
19	Expenditures for Public Housing	
20	Capital Fund Expenditures	2,631
21	New Development Expenditures	
22	Anti-Crime and Security Expenditures	317

23	Resident Services Expenditures	28
24	Program Administration Expenditures	3,440
25	Contributions to Reserve Account	195
26	Total Public Housing Expenditures	6,611
27		
28	Income/Receipts for Tenant-Based Assistance	
29	Annual HAP Contribution	8,779
30	Administrative Reserve Interest Income	38
31	Total Tenant-Based Income	8,871
32		
33	Expenditures for Tenant-Based Assistance	
34	HAP Payment to Owners	7,833
35	Program Administration Expenditures	916
36	Contributions to Administrative Reserve	68
37	Total Tenant-Based Expenditures	8,817
38		
39	Public Housing Reserves	2,367
40	Tenant-Based Administrative Reserves	1,084

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: 90-120 days
- Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other

-Credit history, history of alcohol abuse, prior experience in other subsidized housing programs.

- c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists (expected within 5 years)
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other - Persons with disabilities may apply by mail or otherwise be accommodated.

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - Inter-program Transfers
 - Local Disaster Victims
 - Hard to Lease Locations
 - Law Enforcement/Teachers
 - Greatest Housing Needs

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time (Tie Breaker)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability - 2
- Veterans and veterans' families - 1
- Residents who live and/or work in the jurisdiction - 10
- Those enrolled currently in educational, training, or upward mobility programs -2
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - Inter-Program Transfers 7 Points
 - Law Enforcement Officials 6 Points
 - Hard to Lease Locations 5 Points
 - Local Disaster Victims 5 Points
 - Greatest Housing Needs 2 Points

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal

- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

Adoption of site-based waiting lists
If selected, list targeted developments below:

Applies to all developments.

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Applies to all developments.

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

Use employment preferences at all developments.

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

Additional affirmative marketing

- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

All developments.

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

Outstanding debt to PHA or other federally assisted housing provider.

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
 Other (describe below)

Prior housing history information.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
 Other

- Mailed upon request to persons over 62 or disabled.

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below: - client request
- larger bedroom sizes (tight market)

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) **Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)
 - Greatest Housing Need

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time (Tie Breaker)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence

Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- Veterans and veterans' families
- 10 Residents who live and/or work in your jurisdiction
- 2 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s)
- Greatest Housing Need – 1 point

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
 Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

1. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Flat Rents* \$269	\$333	\$437	\$583	\$640	\$743	
Ceiling Rents	\$175	\$275	\$300	\$325	\$350	\$375

* Based on Section 8 Fair Market Level

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies .

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
 Other (list below)

Every Six (6) months.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
 Rent burdens of assisted families
 Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
 A brief description of the management structure and organization of the PHA follows:

For efficiency and effective management, SCCHA is organized in to five functional departments: Administrative, Finance, Management (Public Housing), Maintenance/Technical Services, and Section 8. Data Processing is under the direction of Finance. Procurement is considered and administrative function. Application Intake (for all programs) is performed under the supervision of the Program Director (i.e. Section 8). Modernization activities fall under the purview of the Technical Services division.

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	996	149
Section 8 Vouchers	723	300
Section 8 Certificates	1127	300
Section 8 Mod Rehab	32	12
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	
Public Housing Drug Elimination Program (PHDEP)	627	94
Other Federal Programs(list individually)		
Elderly Service Coordination	346	52

* As of 12/31/99

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

- Admissions and Continued Occupancy Policy
- Ban & Bar Policy
- Blood Borne Disease Policy
- Capitalization Policy

- Check Signing Policy
- Collection Policy
- Criminal Records Management Policy
- Disposition Policy
- Drug Free Policy
- Emergency Service Guidelines
- Equal Housing Opportunity Policy
- Ethics Policy
- Facilities Use Policy
- Funds Transfer Policy
- Grievance Policy
- Hazardous Materials Policy
- Investment Policy
- Maintenance Policy
- Natural Disaster
- Personnel Policy
- Pest Infestation Control Policy
- Procurement Policy
- Service Charge Policy
- Travel Policy

(2) Section 8 Management: (list below)

Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

PHA main administrative office

- PHA development management offices
 Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment IL030b01

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Not Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund?
(if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment IL30a03

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

Revitalization Plan under development

Revitalization Plan submitted, pending approval

Revitalization Plan approved

Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

7. Timeline for activity:
- a. Actual or projected start date of activity:
 - b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Bel Plaza I & II 1b. Development (project) number: IL06-P030016
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> January 1, 2002
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/02)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 86 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Adeline James 1b. Development (project) number: IL30-6
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> January 1, 2002
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/02)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 40 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development

Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- Units addressed in a pending or approved demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 06/06/96

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Resource Center (I & R)		Open Enrollment	Development Office (4)	Public Housing
Operation Bootstrap	18	Specific Criteria	Main Office	Section 8
Family Self-Sufficiency	25	Specific Criteria	Main Office	Public Housing

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants	Actual Number of Participants

	(start of FY 2000 Estimate)	(As of: DD/MM/YY)
Public Housing		
Section 8		

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- High incidence of violent and/or drug-related crime in some or all of the PHA's developments

- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

1. Which developments are most affected? (list below)

PHDEP targeted developments.

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

PHDEP targeted developments.

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

PHDEP targeted developments.

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

Attached at Attachment – IL030a01 through IL030r01

Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments
List changes below:

Other: (list below)

Used Resident Advisory input in developing the plan.

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

Candidates were nominated by resident and assisted family organizations

Candidates could be nominated by any adult recipient of PHA assistance

Self-nomination: Candidates registered with the PHA and requested a place on ballot

Other: (describe)

b. Eligible candidates: (select one)

Any recipient of PHA assistance

Any head of household receiving PHA assistance

Any adult recipient of PHA assistance

- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: St. Clair County

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

- Use of CDBG funds to address infrastructure needs of communities
- Administration of homebuyers assistance program for low and moderate income families
- Administration of employment training programs
- Homeless Prevention Program
- Utility Assistance Program

D. Other Information Required by HUD

As required by the final Agency Plan regulations 24 CFR 903.7 (r), the following definitions have been established: Substantial deviations or significant amendments or modifications are defined as

discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

Attachments

IL030a01	Admission and Continued Occupancy Policy
IL030b01	FY2000 Capital Fund Program Annual Statement
IL030c01	FY2000 Capital Fund Program 5 Year Action Plan
IL030d01	Public Housing Drug Elimination Program Plan
IL030e01	Section 8 Administrative Plan
IL030f01	Resident Advisory Board Minutes August 1999
IL030g01	Resident Advisory Board Minutes 9/21/99
IL030h01	Resident Advisory Board Minutes 11/16/99
IL030i01	Resident Advisory Board Minutes 12/21/99
IL030j01	Resident Advisory Board Minutes 1/18/00
IL030k01	Resident Advisory Board Minutes 2/15/00
IL030l01	Resident Advisory Board Minutes 3/21/00
IL030m01	General Resident Meeting – Brooklyn
IL030n01	General Resident Meeting – Bel Plaza II
IL030o01	General Resident Meeting – Ernest Smith Sr. Apts.
IL030p01	General Resident Meeting – Greystone/Hawthorne
IL030q01	General Resident Meeting – Private Mathison Manor
IL030r01	Public Hearing Minutes

ACOP TABLE OF CONTENTS

1.0	FAIR HOUSING.....	4
2.0	REASONABLE ACCOMODATION.....	4
2.1	COMMUNICATION.....	5
2.2	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION.....	5
3.0	SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS.....	6
4.0	FAMILY OUTREACH.....	7
5.0	RIGHT TO PRIVACY.....	7
6.0	REQUIRED POSTINGS.....	7
7.0	TAKING APPLICATIONS.....	8
8.0	ELIGIBILITY FOR ADMISSION.....	9
8.1	INTRODUCTION.....	9
8.2	ELIGIBILITY CRITERIA.....	10
8.3	SUITABILITY.....	13
8.4	GROUND FOR DENIAL.....	14
8.5	INFORMAL REVIEW.....	16
9.0	MANAGING THE WAITING LIST.....	17
9.1	OPENING AND CLOSING THE WAITING LIST.....	17
9.2	ORGANIZATION OF THE WAITING LIST.....	17
9.3	FAMILIES NEARING THE TOP OF THE WAITING LIST.....	19
9.4	PURGING THE WAITING LIST.....	19
9.5	REMOVAL OF APPLICANTS FROM THE WAITING LIST.....	19
9.6	MISSED APPOINTMENTS.....	20
9.7	NOTIFICATION OF NEGATIVE ACTIONS.....	20
10.0	RESIDENT SELECTION AND ASSIGNMENT PLAN.....	20
10.1	PREFERENCES.....	20
10.2	ASSIGNMENT OF BEDROOM SIZES.....	22
10.3	ANNUAL ADMISSIONS.....	23
10.4	DECONCENTRATION POLICY.....	24
10.5	DECONCENTRATION INCENTIVES.....	24
10.6	SCREENING PROCESS.....	24
10.7	OFFER OF A UNIT.....	25
10.8	REJECTION OF UNIT.....	26
10.9	ACCEPTANCE OF UNIT.....	26
10.10	PRE AND POST LEASING REQUIREMENTS.....	28
11.0	INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME.....	30
11.1	INCOME.....	30
11.2	ANNUAL INCOME EXCLUSIONS.....	32
11.3	DEDUCTIONS FROM ANNUAL INCOME.....	36

12.0	VERIFICATION.....	37
12.1	ACCEPTABLE METHODS OF VERIFICATION	37
12.2	TYPES OF VERIFICATION.....	38
12.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	40
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS.....	41
12.5	TIMING OF VERIFICATION	42
12.6	FREQUENCY OF OBTAINING VERIFICATION.....	42
13.0	DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT.....	43
13.1	FAMILY CHOICE.....	43
13.2	THE FORMULA METHOD.....	43
13.3	MINIMUM RENT.....	44
13.4	THE FLAT RENT	45
13.5	CEILING RENT.....	45
13.6	RENT FOR FAMILIES UNDER THE NONCITIZEN RULE.....	45
13.7	UTILITY ALLOWANCE	46
13.8	PAYING RENT.....	48
14.0	CONTINUED OCCUPANCY AND COMMUNITY SERVICE.....	48
14.1	GENERAL.....	48
14.2	EXEMPTIONS.....	48
14.3	NOTIFICATION OF THE REQUIREMENT.....	49
14.4	VOLUNTEER OPPORTUNITIES	49
14.5	THE PROCESS.....	50
14.6	NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT	50
14.7	OPPORTUNITY FOR CURE	51
15.0	RECERTIFICATIONS	51
15.1	GENERAL.....	51
15.2	MISSED APPOINTMENTS	52
15.3	FLAT RENTS.....	52
15.4	THE FORMULA METHOD	53
15.5	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS.....	53
15.6	INTERIM REEXAMINATIONS	54
15.7	SPECIAL REEXAMINATIONS.....	55
15.8	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS.....	56
16.0	UNIT TRANSFERS	57
16.1	OBJECTIVES OF THE TRANSFER POLICY.....	57
16.3	CATEGORIES OF TRANSFERS.....	58
16.4	DOCUMENTATION	58
16.5	INCENTIVE TRANSFERS.....	58
16.6	PROCESSING TRANSFERS.....	59
16.10	TRANSFER COSTS.....	61
16.11	TRANSFER REQUESTS.....	62
16.12	RIGHT OF THE ST. CLAIR COUNTY HOUSING AUTHORITY IN TRANSFER POLICY	62
17.0	INSPECTIONS	62
17.1	MOVE-IN INSPECTIONS.....	62
17.2	POST MOVE-IN INSPECTIONS.....	62
17.3	ANNUAL INSPECTIONS.....	63
17.4	PREVENTATIVE MAINTENANCE INSPECTIONS.....	63

17.5	SPECIAL INSPECTIONS.....	63
17.6	HOUSEKEEPING INSPECTIONS.....	63
17.7	NOTICE OF INSPECTION	63
17.8	EMERGENCY INSPECTIONS.....	63
17.9	PRE-MOVE-OUT INSPECTIONS.....	64
17.10	MOVE-OUT INSPECTIONS.....	64
18.0	PET POLICY.....	64
18.1	GENERAL STATEMENT	64
18.2	COMMON HOUSEHOLD PETS.....	65
18.3	PET RULES	65
18.4	NUISANCE OR THREAT TO HEALTH OR SAFETY	67
18.5	DENIAL OF APPROVAL	67
18.6	PET RULES VIOLATION PROCEDURES.....	67
19.0	REPAYMENT AGREEMENTS.....	68
20.0	TERMINATION.....	68
20.1	TERMINATION BY RESIDENT.....	68
20.2	TERMINATION BY THE HOUSING AUTHORITY.....	68
20.3	ABANDONMENT	69
20.4	RETURN OF SECURITY DEPOSIT	70

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

1.0 FAIR HOUSING

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

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

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

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

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the St. Clair County Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the St. Clair County Housing Authority will follow in

determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the St. Clair County Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the St. Clair County Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the St. Clair County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The St. Clair County Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The St. Clair

County Housing Authority's business is housing. If the request would alter the fundamental business that the St. Clair County Housing Authority conducts, that would not be reasonable. For instance, the St. Clair County Housing Authority would deny a request to have the St. Clair County Housing Authority do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the St. Clair County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

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

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

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

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The St. Clair County Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

4.0 FAMILY OUTREACH

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

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

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

5.0 RIGHT TO PRIVACY

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

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

6.0 REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges And Service Charge Policy
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current St. Clair County Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications may be made in person:

Tuesdays and Thursdays – 9:00 a.m. – 11:00 a.m. and 1:00 p.m. – 3:00 p.m.
St. Clair County Housing Authority
100 north 48th Street
Belleville, IL 62226

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

To be accepted, applications must be fully complete and include proof of address (i.e. occupancy permit, utility bill, lease agreement, etc.).

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the St. Clair County Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the St. Clair County Housing Authority to make special arrangements. A

Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 618-277-3290.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

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

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The St. Clair County Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The St. Clair County Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing:

- A) qualifies as a family
- B) has an income within the income limits;
- C) meets citizenship/eligible immigrant criteria;
- D) provides documentation of Social Security numbers;
- E) and signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the St. Clair County Housing Authority screening criteria in order to be admitted to public housing.

8.2 **ELIGIBILITY CRITERIA**

A. Family status.

1. A **family with or without children** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
- 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 - 6. A **remaining member of a resident family**.
 - 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income eligibility

- 1. The St. Clair County Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the St. Clair County Housing Authority.
- 4. If the St. Clair County Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
- 5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

- 1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980

(see 42 U.S.C. 1436a(a)).

2. Family eligibility for assistance.

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

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)

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

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

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

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

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

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

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

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

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The St. Clair County Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, St. Clair County Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The St. Clair County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
 - 4. History of disturbing neighbors or destruction of property;
 - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The St. Clair County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The St.

Clair County Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the St. Clair County Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
6. A check with local and state agencies and/or social service providers currently or previously involved with the household.

8.4 GROUND FOR DENIAL

The St. Clair County Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;

- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority or other provider of federally assisted housing in connection with their public housing, Section 8 or similar programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The St. Clair County Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the St. Clair County Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any St. Clair County Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed);
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 *INFORMAL REVIEW*

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

The informal review may be conducted by any person designated by the St. Clair County Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the St. Clair County Housing Authority's decision. The St. Clair County Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review (or upon receipt of documentation/information requested at the informal hearing) including a brief statement of the reasons for the final decision.

- B. The participant family may request that the St. Clair County Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 *OPENING AND CLOSING THE WAITING LIST*

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

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 *ORGANIZATION OF THE WAITING LIST*

A. County Wide

SCCHA shall maintain its waiting list on a county wide basis.

B. Unit Type/Bedroom Categories

SCCHA shall organize the waiting list by the following bedroom categories:

Elderly (as defined in 8.2, A, 2)

- Efficiency
- 1 Bedroom
- 2 Bedroom

Family (as defined in 8.2, A, 1)

- 1 Bedroom
- 2 Bedroom
- 3 Bedroom
- 4 Bedroom
- 5 Bedroom

C. Applicants with Disabilities

Within each bedroom category listed in 2 above, the waiting list will be maintained to reflect the type of disability possessed by the applicant, if any, as it relates to their special needs:

- W = Wheelchair user
- M = Mobility Impaired
- V = Vision Impaired
- H = Hearing Impaired
- O = Other

Persons under age 62 with a disability shall be placed on Family Waiting Lists with the nature of their disability noted.

D. Order of Selection

The waiting list will be computer generated according to the following hierarchical order.

- a) *Unit Category (Elderly/Family) and bedroom size needed by applicants according to occupancy standard;*
- b) *Total number of Preference Points;*
- c) *Date and time of application or reinstatement.*

NOTE: When a unit becomes available that has been modified to accommodate a person with a disability that impacts their housing needs (i.e. wheelchair confined or mobility, vision, or hearing impaired), SCCHA shall select for screening in priority order from the waiting list generated in accordance with the three criteria listed above, applicants who have indicated on their preliminary application that they or a household member has a disability of that nature.

B. Maintaining the Waiting List

After the preliminary eligibility determination has been made, applicants are placed on the appropriate waiting list in order of preference. SCCHA will maintain an accurate waiting list which conforms to HUD requirements.

The waiting list will contain at least the following information on apparently eligible households who have an active preapplication:

- a) *Name of head of household;*
- b) *Date and time the preapplication was received;*

- c) *Type and Number of Preference Points assigned.*

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to a briefing and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The St. Clair County Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

SCCHA will periodically update the waiting list to ensure that it is current and accurate.

A letter will be mailed to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant did not notify SCCHA of a move as required, SCCHA is not responsible for applicant's failure to receive the update request.

The request letter will include a deadline date by which applicants must notify SCCHA of their continued interest. If SCCHA does not receive the applicant's notice by the deadline date, the applicant's name will be removed from the waiting list. SCCHA is not responsible for mail delays. Should the applicant subsequently notify SCCHA of their current status, their application will be reinstated using the date they contacted SCCHA.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The St. Clair County Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the St. Clair County Housing Authority will be sent a notice of termination of the process for eligibility.

The St. Clair County Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the St. Clair County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the St. Clair County Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The St. Clair County Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the St. Clair County Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The St. Clair County Housing Authority will select families based on the following preferences within each bedroom size category:

A. Ranking Preferences – used to determine rank order of applications among the group of applicants qualifying for routine admission (as opposed to local preferences).

a) **Jurisdictional – 10 points**

Applicants who live or work in SCCHA's jurisdiction (i.e. all of St. Clair County, excluding the City of East St. Louis).

- b) ***Veteran Status – 1 point***
Applicants who are a Veteran or survivor of a Veteran who actively served in a branch of the United States Armed Services. The term Survivor includes the spouse or widow (Unless remarried) of a veteran.
- c) ***Earned Income or Education/Training Program – 2 points***
Applicant households in which the Head of Household and/or Spouse has an earned income source. An applicant household shall be given the benefit of preference if the head and spouse, or sole member, are age 62 or older, or are receiving any payments based on their inability to work (i.e. SS Disability, SSI, etc.)*

Awarded to applicants with verifiable earnings from employment/self employment continuing over minimum 30 day period with gross earnings of at least \$300 or applicant enrolled in educational/training program.

- d) ***Greatest Housing Need – 2 points***
Awarded to applicants that do not currently receive federal housing assistance as the head of household, co-head, or spouse.

A. **Local Preferences** – used to determine rank order of applicants among the group of applicants screened solely on local preference (regardless of their eligibility for a ranking preference).

- a) ***Inter-Program Transfers – 7 points***
(i.e. Between Public Housing, Section 8 Existing, Moderate Rehab and other federally assisted properties owned /managed by SCCHA and/or other PHAs/Owners due to identifiable need that can not be adequately accommodated within the constraints of the program under which the participant is currently being assisted or other circumstances approved by the Executive Director.
- b) ***Law Enforcement Officials/Teachers – 6 points***
Given to full-time law enforcement personnel and/or teachers to encourage residency in public housing.
- c) ***Hard-To-Lease Location – 5 points***
(awarded to applicants willing to accept a unit in Marissa, Lenzberg, New Athens, the Adeline James Building in Centreville, or other areas as designated by the Executive Director)
- d) ***Local Disaster Victim – 5 points***

These preference points shall only be granted when a recognized disaster occurs within St. Clair County Housing Authority's jurisdictional boundaries as designated by St. Clair County Housing Authority's Executive Director.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or overhousing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

Dwelling units will be assigned so that persons of different generations, persons of the opposite sex (other than husband and wife or cohabiting individuals and small children under the age of 10) and unrelated adults will not occupy the same bedroom.

In determining bedroom size, the St. Clair County Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of 10 will share a bedroom.
- C. Adults and children will not be required to share a bedroom.

- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members (but SCCHA is under no obligation to transfer a family to accommodate newly placed foster children).
- E. Dwelling units will also be assigned as not to require use of the living room for sleeping purposes.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The St. Clair County Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 3 years unless necessitated sooner by subsequent changes in family composition.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The St. Clair County Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family’s own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 ANNUAL ADMISSIONS

A) *Statutory Requirements*

The St. Clair County Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it

appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

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

B) *Local Criteria*

The selection of eligible families will be completed so that at least 50% of the annual admissions will be applicants qualifying on the basis of a ranking preference and not more than 50% of the annual admissions will be applicants qualifying on the basis of local preferences.

10.4 DECONCENTRATION POLICY

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

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

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

10.5 DECONCENTRATION INCENTIVES

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

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

10.6 SCREENING PROCESS

a) *Briefing Session*

Upon selection from the waiting list, generally in groups of 20-50, applicants are scheduled to attend a group “briefing” session. The briefing session is designed to acquaint the applicants with the Public Housing Program, ensure their continued interest, and to initiate the process of determining eligibility.

b) *Files In Process*

All applicants being screened remain “In Process” until the preliminary determination regarding eligibility is made in accordance with the criteria established in Section 8 of this document. Files categorized as “In Process” are not considered for unit offers. Eligibility determinations are made promptly upon receipt of all needed information/documentation. SCCHA is not responsible for applicants’ delay in submitting required information/documentation.

c) *Conditionally Approved Applicants*

Applicants determined preliminarily eligible are listed on the “Conditionally Approved List” (CAA) by bedroom size/category, preference points, date/time of application. The CAA, which is updated on a regular basis, is used by staff to make conditional offers to applicants.

10.7 OFFER OF A UNIT

When making offers to fill vacancies (actual or anticipated) the St. Clair County Housing Authority will contact the first family on the waiting list (CAA) who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The St. Clair County Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the St. Clair County Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit, provided they are available on a timely basis. After having the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family’s decision must be documented in the resident file. If the family rejects the offer of the unit, the St. Clair County Housing Authority will send the family a letter documenting the offer and the rejection.

10.8 REJECTION OF UNIT

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

If the St. Clair County Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be given a rejection. Upon the third “without cause” rejection the family will be returned to the waiting list, keeping their preferences, but the date and time of application will be changed to the date and time the third unit was rejected.

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

10.9 ACCEPTANCE OF UNIT

Upon an applicant’s acceptance of a conditional offer, the applicant file is subject to review by the Property Manager and/or the Resident Council Screening Committee (RCSC), when applicable.

Review By Property Manager and/or Resident Council Screening Committee

All adult members (age 18 and over) of the applicant family must meet with the Property Manager and attend an interview with the RCSC with jurisdiction over the development. The purposes of the review and interview are:

- 1) It offers the potential for providing SCCHA with previously unobtained or unavailable information that may provide a legitimate basis for rejecting an undesirable applicant;
- 2) It gives the RCSC the opportunity to meet all new residents, inform the prospective resident of neighborhood values and expectations, acquaint the applicant with the RC’s activities, and recruit new members.

Applicants that receive a favorable determination from the PM and RCSC are given final approval for occupancy. If either the PM or RCSC recommend rejection, the file is reviewed by the Management Director to determine if the rejection recommendation is consistent with established policy. Both the applicants and the RCSC have the

opportunity to have the determination reviewed in accordance with the established Grievance Policy.

a) *Lease Execution and Orientations*

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

Prior to or within 30 days of signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation, unless management has waived the requirement. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process or lease termination (if housed).

The applicant will be provided a copy of the lease (including any addendum thereto), the grievance procedure, utility allowances, service charge policy, maintenance request procedures, collection policy, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the resident's file.

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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to :

- A. **\$100 for Elderly Household (as defined in Section 8.2, A, 2)**
- B. **An amount equal to the Household's Total Resident Payment or \$200, whichever is greater for all other households except single family units.**
- C. **The greater of \$300.00 or Total Resident Payment for single family units.**

In exceptional situations, the St. Clair County Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in

advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Once collected, the security deposit or portion thereof shall not be refunded until the family vacates, and then is subject to applicable charges.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

The Security Deposit required from families in occupancy may be increased based upon documented damage to the premises and/or an established pattern of poor housekeeping and property damage. The Security Deposit required shall not exceed 150% of the Section 8 Fair Market Rent limit for the unit size.

10.10 PRE AND POST LEASING REQUIREMENTS

A) The Lease Agreement

A Lease Agreement is to be entered into between the Housing Authority and each Family. The Agreement (which is contained in Appendix D of this Policy) is to be kept current at all times and are to reflect the obligations of the Families and SCCHA.

1. The Head of Household, Spouse, and all adult household members and the authorized SCCHA staff person, shall execute an Agreement prior to actual admission. A copy shall be given to the resident and the original shall be filed in the permanent record folder established for the Family.
2. If, through any cause, the signer of the Agreement ceases to be the Head of Household, the Agreement is to be voided and a new one executed and signed by the new Head of Household; provided that the Family is eligible for continued occupancy as set forth in this Policy.
3. The established Head of Household shall at anytime reserve the right to remove any household member, including a co-head or other adult member, from the agreement. When an adult member leaves the household, evidence of the new residency must be submitted to Management before the person is removed from the lease and/or his/her income is deleted from the rent calculation. SCCHA also reserves the right to require documentation regarding the new residency of minors who have reportedly left the household.
4. A leasehead wanting to add a person(s) to their lease agreement, must submit a fully completed “Lease Add-On Application” before

the person in question establishes residency at the leased premises. SCCHA reserves the right to approve or disapprove the addition of any person(s) for occupancy based upon the selection procedures used to screen new applicants, and subject to all other applicable provisions contained in the ACO Policy (i.e. maximum occupancy levels, care of foster children, live-in aids, etc.).

5. If for any reason a Family transfers to a different dwelling unit, the existing Agreement is to be voided and a new Agreement executed for the dwelling unit into which the Family is moving.

6. If the Authority desires to change, amend or waive any provision of the Agreement with respect to any individual or group of residents, an appropriate rider is to be prepared, signed by the Head of Household and the Authority, and attached to and made part of the Agreement.

A) PHOTOGRAPHS

For identification purposes, all new residents at the time of their move-in and all existing residents at the time of their next scheduled rent review shall have their photograph taken for inclusion in SCCHA's resident file. Photographs are required for all household members age 12 and older. It is desirable to have a photograph on file of every household member, regardless of age. If household members are not readily available during business hours to have their photograph taken, a recent photograph the resident obtained may be submitted to Management.

B) PRINCIPAL RESIDENCE

All families must use the dwelling unit for their principal place of residence. Ownership or use of a secondary residence is prohibited and sufficient grounds for lease termination.

C) EMANCIPATED MINORS

The Authority will enter into a Lease Agreement with a minor only if the minor has been declared legally emancipated through verifiable court action.

D) RE-ADMISSION

The St. Clair County Housing Authority shall have the right to re-admit within twelve (12) months of their move-out residents who vacated upon their own initiative and left in good standing. The intent is to offer some level of protection to families that pursue self-sufficiency, but subsequently experience unexpected financial problems beyond their control and to allow residents who must give up their unit due to medical/health problems to return once their health improves. Residents determined eligible for re-admission under this provision shall be eligible for immediate assignment on the Conditionally Approved Applicants' Listing and shall by-pass the waiting list.

E) ABSENCE FROM UNIT DUE TO MEDICAL REASONS

A resident may maintain their apartment for up to six months in the event that they are temporarily absent from the unit due to verifiable medical conditions (i.e. hospitalization, convalescent center, etc.), provided the monthly rent (and any other charges) are paid and utility service is maintained.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

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

11.1 INCOME

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property.

Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance settlement payments from worker's compensation are excluded.)
- F. Welfare assistance.
 - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family

would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME EXCLUSIONS

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance settlement payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any

comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.

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

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

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

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

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

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

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement

- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the St. Clair County Housing Authority

The St. Clair County Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income,

an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

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

When third party verification cannot be obtained, the St. Clair County Housing Authority will accept documentation received from the applicant/resident. Hand-carried documentation will be accepted if the St. Clair County Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the St. Clair County Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

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

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	assistance or a companion animal is needed	
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

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

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

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

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

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

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

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

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the St. Clair County Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's

licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

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

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

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

12.5 TIMING OF VERIFICATION

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

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

12.6 FREQUENCY OF OBTAINING VERIFICATION

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

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

Information needed for rent determination and other program purposes (i.e. disability, need for live-in aide, etc.), shall be verified as determined necessary by the St. Clair County Housing Authority.

13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT

13.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$50, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The St. Clair County Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the St. Clair County Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility through no fault of their own for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

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

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

13.5 CEILING RENT

The St. Clair County Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The St. Clair County Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;

- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

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

- A. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for the St. Clair County Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

13.7 UTILITY ALLOWANCE

A. Utility Allowance Schedule

The St. Clair County Housing Authority shall establish a utility allowance for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-

conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the St. Clair County Housing Authority will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the St. Clair County Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective the first of the month following approval by the Board of Commissioners.

Families with high utility costs are encouraged to contact the St. Clair County Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs. The Utility Allowance Schedule as established appears in Appendix F.

B. Individual Relief

Should a resident incur and pay utility bills in excess of the established allowances as a result of excessive consumption not within the control of the resident, he/she has the right to request individual relief from SCCHA. Individual relief shall be granted in situations where the excess consumption was clearly not within the reasonable control of the resident. Examples include, but are not necessarily limited to: A) leak in water lines not reasonably detectable by the resident; B) A verifiable equipment malfunction (i.e. furnace) not within the reasonable detection of the resident that results in excessive natural gas or electric consumption; C) SCCHA failure to correct within a reasonable time period a condition that causes excessive utility consumption, provided that the condition is properly and timely reported to SCCHA. Relief shall not be granted in situations where the resident could reasonably be expected to detect the condition causing excess consumption and/or failed to report the condition to SCCHA in the proper and timely manner. Individual relief shall not be granted based upon environmental factor (i.e. excess heat or cold spells).

In cases, where it is determines that individual relief is warranted, the amount of the relief shall be determined based on the difference between the actual costs incurred and the average cost for a similar time period prior to the occurrence of the condition that resulted in the excess consumption. The relief determined appropriate shall generally be granted in the form of a check payable either to the resident and/or the appropriate utility company. Residents interested in applying for individual relief must submit a written request explaining in detail the circumstances resulting in their belief that individual relief is warranted. The written requests must be submitted to the Property Manager within 30 days of the date of the billing for which individual relief is sought.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the SCCHA Central Office...100 North 48th Street, Belleville, IL 62226 or mailed to P.O. Box 23380, Belleville, IL 62226. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

The procedures used to collect monies due by residents, including rent and all other charges, shall be consistent with SCCHA's established Collection Policy, which appears as Appendix #H.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

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

14.2 EXEMPTIONS

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

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled

- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

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

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

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

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

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the St. Clair County Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the St. Clair County Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The St. Clair County Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The St. Clair County Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

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

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

15.0 RECERTIFICATIONS

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

15.1 GENERAL

The St. Clair County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the recertification, the St. Clair County Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the St. Clair County Housing Authority assessing a \$25 fee and taking eviction actions against the family.

15.3 FLAT RENTS

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the St. Clair County Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

15.4 THE FORMULA METHOD

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

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

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$50, but never more than the ceiling rent.

If it is determined by SCCHA that a family has established a pattern of starting and stopping employment so that their monthly rent is kept artificially low, SCCHA may base their rent upon historical and projected annual earnings.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of

any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

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

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families may request an interim recertification if there has been a decrease in income or increase in deductions that results in their Total Resident Payment exceeding 30% of monthly income. Short term changes (i.e. those lasting less than 30 days) are excluded. However, the SCCHA has at its sole discretion the right, without completing a full interim recertification, to establish a rent based upon the family's estimated gross monthly income (after deductions) with a \$50.00 minimum rent (net tenant payment) for one month when a family can document an interruption of income (beyond their control and due to no fault of their own) resulting in at least a 50% reduction in their regular monthly income. This alternate rent provision is limited to one time (maximum one month) in any 12 month period).

Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

Families requesting an interim recertification due to a decrease in income are obligated to report any subsequent increases in income that may occur prior to the next regularly scheduled

recertification. Failure to do so shall be grounds for retro-active charges and/or lease termination as determined appropriate by SCCHA.

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

- A. A member has been added to the family through birth, adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

All other additions to a household (including those resulting from marriage, foster care, personal care attendants, etc.) must be reported to and approved by the St. Clair County Housing Authority prior to the person(s) establishing residency at the leased premises.

Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The St. Clair County Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Family members leaving the household must be reported to SCCHA within 30 days of occurrence. SCCHA shall require documentation of the family members' departure prior to removing their name from the lease.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the St. Clair County Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

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

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the income decreased (or deductions increased).

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

15.9 *ADJUSTMENTS DUE TO ERRORS, MISREPRESENTATION, FAILURE TO REPORT*

1. An adjustment in monthly payment shall be retroactive to the first day of the rent period affected when there is:

- a. *an error due to misrepresentation or failure to report by the Family and the corrected determination results in increased rent;*
- b. *an error from which the corrected determination results in decreased rent.*

1. An adjustment in monthly payment shall be effective the first day of the second month following the date an error was found if the error was not the fault of the Family and the corrected determination results in increased rent.

15.10 *FAILURE TO REPORT INCOME CHANGES AND/OR MISREPRESENTATION*

If it is found at the time of reexamination (or any other time) that the family has failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment, the Authority shall collect the increased payment retroactive to the first of the month after the month in which the changes occurred. Unless the St. Clair County Housing Authority approves a Repayment Agreement the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed. Families determined to have misrepresented and/or failed to report income are subject to lease termination

15.11 *PAYMENT ALLOCATIONS*

Monthly payments made by a resident shall be applied in the following order:

- a) *Security Deposit*
- b) *Maintenance*
- c) *Other Charges*

- d) *Legal Charges*
- e) *Current Rent*
- f) *Delinquent Rent*
- g) *Excess Utilities*

15.12 FAILURE TO REPORT INCOME CHANGES WITH EXTENUATING CIRCUMSTANCES

The Management Director may allow a Family, who fails to report income changes, to enter into a Repayment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income; and,
2. The family does not have the funds available to repay the debt in a lump sum; and,
3. The debt is greater than the Family's gross monthly income.

15.13 AUTHORITY ERRORS

The Housing Authority will not calculate retroactive increases if the income change was reported in a timely manner and the Authority failed to make the appropriate adjustment.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

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

16.2 INELIGIBLE GROUNDS FOR TRANSFER

The St. Clair County Housing Authority shall not approve transfer requests based upon the following:

- A. Environmental factors associated with a development location, neighborhood, and/or community. More specifically, the level of criminal activity or fear of criminal activity within a development, neighborhood, and/or community is not grounds for a transfer.
- B. Disputes with neighbors.

16.3 CATEGORIES OF TRANSFERS

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

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

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

16.4 DOCUMENTATION

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

16.5 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the St. Clair County Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or Housing Authority staff.
- G. The family demonstrates the capacity to perform basic home and yard care.

16.6 PROCESSING TRANSFERS

Transfer waiting lists will be maintained by Management District, organized by bedroom size needed and sorted by the above categories and within each category by date and time.

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

Transfers in category 3 will be executed along with housing applicants for admission at a ratio of one transfer for every nine admissions.

SCCHA specifically reserves the right to suspend transfer activity if occupancy rates fall below 98%

Transfers shall be administered within the development whenever possible. If a unit of appropriate size/design is not contained and/or not expected to be available within the development in which the family resides on a timely basis commensurate with the need for transfer, the transfer shall be considered secondarily within the management district and finally

on a PHA-wide basis. Transfers between management districts require the approval of the Management Director and will only be offered to accommodate Category 1 and 2 transfers, unless there are mitigating circumstances..

16.7 ELIGIBILITY REQUIREMENTS

Families approved for transfers shall meet the following eligibility criteria :

- A. The family must have been in the current unit for at least one year (applicable to Category 3 requests only);
- B. Applicable community service requirements have been met;
- C. The family is current in the payment of all charges owed and has not paid late rent for at least one year;
- D. The family passed the last housekeeping inspection and does not have a record of housekeeping problems during the last year;
- E. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or SCCHA staff.

16.8 COMPLETION OF THE TRANSFER BY THE FAMILY

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit due within two (2) days of being informed the unit is ready to rent. Residents transferring shall be required to pay the currently required Security Deposit amount if it is more than the deposit they previously paid.

Transfers (i.e. the actual movement of the resident's personal belongings, transfer of utility services, and returning of the keys to the "from" unit) must be fully completed within a maximum seven day period. When transfers are not fully executed within the seven day period, the resident shall be assessed a daily rental charge equal to the Section 8 Fair Market Rent Limit for the unit size (i.e. number of bedrooms) the resident is transferring from in addition to the resident rent established for the "to" unit.

16.9 REFUSING A TRANSFER

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

- A. A resident's refusal to transfer to an appropriate sized unit upon the notification of management shall be grounds for lease termination, unless the refusal is based upon verifiable medical reasons or other good cause as determined by management.
- B. If the transfer is being made at the family's request and the rejected offer provides

deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.10 TRANSFER COSTS

A. Unit Preparation Costs

When the family (or others on their behalf) initiate the transfer request, the family must pay prior to the transfer a charge equal to an SCCHA estimate of the cost necessary to make the family's existing unit ready for occupancy. The minimum fee is \$150 and is non-refundable.

B. Moving Costs

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

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

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

- a. When the transfer is needed in order to carry out rehabilitation activities; or
- b. When action or inaction by the SCCHA has caused the unit to be unsafe or inhabitable.

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

16.11 TRANSFER REQUESTS

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

Management will approve or deny the transfer request in writing within **thirty (30)** business days of receiving the request, **or** holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

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

16.12 RIGHT OF THE ST. CLAIR COUNTY HOUSING AUTHORITY IN TRANSFER POLICY

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

17.0 INSPECTIONS

17.1 MOVE-IN INSPECTIONS

An authorized representative of the St. Clair County Housing Authority will inspect the premises prior to commencement of occupancy. When possible, the resident is notified of the inspection and is encouraged to attend. A written statement of the condition of the premises will be made, all equipment provided will be noted, and the statement will be signed the SCCHA representative with a copy retained in the resident file and a copy given to the resident. The resident will be advised to carefully review the inspection report, immediately notify management if they disagree with the content of the report, and maintain a copy for future reference because the report establishes the condition of the unit upon move-in and will be the basis for any subsequent damage charges.

17.2 POST MOVE-IN INSPECTIONS

A post move-in inspection of the dwelling unit will be completed within three months after initial occupancy to document proper unit care. The resident shall be given appropriate written notice of the date and time of the inspection, as well as an explanation of the reasons for the inspection.

An inspection report shall be completed and signed by the resident and the SCCHA representative. Deficiencies shall be discussed with the resident. If the inspection shows adequate care by the resident, the next inspection will be the annual inspection. If inadequacies on the part of the resident are revealed, further housekeeping inspections as discussed below shall be scheduled.

17.3 ANNUAL INSPECTIONS

The St. Clair County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the applicable housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.4 PREVENTATIVE MAINTENANCE INSPECTIONS

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

17.5 SPECIAL INSPECTIONS

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

17.6 HOUSEKEEPING INSPECTIONS

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

17.7 NOTICE OF INSPECTION

For all inspections, except emergency inspections, the St. Clair County Housing Authority will give the resident at least twenty four hour written notice, unless the resident agrees to a shorter notice.

17.8 EMERGENCY INSPECTIONS

If any employee and/or agent of the St. Clair County Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The

person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.9 PRE-MOVE-OUT INSPECTIONS

When a resident gives notice that they intend to move, the St. Clair County Housing Authority will upon request of the resident schedule a pre-move-out inspection with the family. The inspection allows the St. Clair County Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the St. Clair County Housing Authority to ready units more quickly for the future occupants.

17.10 MOVE-OUT INSPECTIONS

The St. Clair County Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICYXXIII. PET POLICY

18.1 GENERAL STATEMENT

This policy pertains to all Public Housing developments that have been designated for the elderly or handicapped, including:

<u>Dev#</u>	<u>Apartment/Address</u>	<u>City</u>
30-2	11-14 N. Bess, 21-24 E. 8 th and 31-34 N. Bess	Marissa
30-3	130 N. 2 nd , Apts. 1-4 & 134 N. 2 nd , Apts. 1-4	Dupo
30-6	4701 Bates, Apts. 101-509	Centreville
30-7	Apts. F 01-6, G 01-4, & J 01-4 E. 8 th	Marissa
30-16	115 N. 47 th , Apts. 108-419	Belleville

	114 S. Church, Apts. 109-423	Belleville	
Park	30-17	1520, 1526 N. 54 th , 1920 A-C N. 56 th 1924 A-C N. 56 th , 1923 A-E N. 61 st , 1927 A-E N. 56 th	Washington
	30-18	412, 416, 420 & 424 Apts. A-D Fullerton Road	Swansea
	30-20	4632-4646 Market	Centreville
	30-21	700-730 So. Clinton	New Athens
	30-22	3 W. Oak, 5 W. Oak, 7 W. Oak 9 W. Oak, 115/117/119/121 East Laurel, 303/305/309/311 South Jefferson	Millstadt
	30-27	Amber Court	Belleville

No household living in these units can, as a condition of occupancy, be prohibited from keeping common household pets in their units. In addition, no applicant can be denied admission to units designated for the elderly or handicapped because they own such pets. **Animals that assist persons with disabilities are excluded from the policy.**

18.2 COMMON HOUSEHOLD PETS

These include domesticated animals, such as dogs, cats, birds or fish, that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey, and rodents are not considered common household pets.

18.3 PET RULES

1. Inoculations

Dogs and cats shall be required to be inoculated for rabies, distemper and parvo virus.

2. Sanitary Standards

- a) *Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.*
- b) *Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper refuse receptacle.*

- c) *Cat litter shall be changed at least weekly and shall be disposed of in a plastic bag, sealing, and placing in proper refuse receptacle.*

1. Pet Restraint

- a) *All dogs and cats must be kept under control at any time they are outside the dwelling unit, either by leash or carried.*
- b) *No pets are to be allowed at any time in any community areas where food is prepared or served.*
- c) *Pets will only be allowed to be in the interior common areas for ingress or egress to and from the building.*
- d) *Birds shall be confined to a cage. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.*

4. Permit

Residents must submit a pet application and receive a SCCHA pet permit and sign a pet agreement (Appendix G) before any dog or cat may be brought onto the premises. The registration shall include.

- a) *A complete description of the pet, including breed, age, color, height and weight;*
- b) *One color photo of the pet, not less than 3" x 3" in size;*
- c) *A certification of a licensed veterinarian stating that the pet:*
 - 1. *has received all inoculations, as required above;*
 - 2. *has been neutered or spayed if over the age of ten months old; and*
 - 3. *is free from communicable diseases and external parasites (fleas, ticks, etc.)*
- a) *All pets shall be currently licensed in accordance with local laws and regulations.*
- b) *A written designation of a responsible person who will care for the pet if the owner is, for any reason, no longer able to care for the pet. The name, address and phone number of the person shall be included.*
- c) *A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules.*
- d) *A pet deposit consistent with Part E below.*

5. Limitations

- a) *No more than one dog or cat shall be permitted in a household of a resident living in a building designated for the elderly. No dogs or cats are permitted in any housing not designated for the elderly.*
- b) *A dog's anticipated full-grown height and weight shall not exceed 15 inches and 25 pounds, respectively.*

6. Security Deposits

- a) *All owners of dogs or cats are required to pay a separate, refundable pet security deposit. The amount of the deposit shall be established by the SCCHA and shall not exceed the maximum amount allowable under the federal regulations.*
 - b) *The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.*
 - c) *The SCCHA shall refund the unused portion of the pet security deposit as prescribed by State law when the resident vacates. Once paid no refund of the pet security deposit shall be made until the tenant vacates, even if the resident no longer owns or houses the pet.*
7. Strays and Visitors
- a) *The care or feeding of animals not registered with the SCCHA shall be considered keeping a pet without permission, and a violation of this policy.*
 - b) *The keeping of pets on a temporary basis for others is not permitted. Pets belonging to visitors of residents are not permitted in the buildings.*

18.4 NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy shall prohibit SCCHA from requiring the removal of any pet from a project if the pet's conduct or condition is perceived to be a nuisance or threat to the health or safety of other residents or other persons in the community. Nuisance behavior shall include, but not be limited to, noise, unpleasant odors, being outside the unit without a leash, or other objectionable behavior.

18.5 DENIAL OF APPROVAL

The SCCHA reserves the right to refuse to register a pet if:

1. The pet is not a common household pet;
2. The keeping of the pet would violate any applicable house pet rule;
3. The pet owner fails to provide information as required under this policy; or
4. The SCCHA reasonable determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations

18.6 PET RULES VIOLATION PROCEDURES

Violation of these pet rules shall be considered violations of the Lease Agreement and shall be handled accordingly. This includes the resident's right to a hearing under the SCCHA's

19.0 REPAYMENT AGREEMENTS

When a resident becomes delinquent in the amount owed the St. Clair County Housing Authority and is unable to pay the balance in full, the resident may request that the St. Clair County Housing Authority allow them to enter into a Repayment Agreement. The St. Clair County Housing Authority has the sole discretion of whether to accept such an agreement. Families impacted by the minimum rent provisions of this policy who have had their rent temporarily abated will be afforded a repayment agreement opportunity upon the reinstatement of the minimum rent. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months, unless a longer period is determined appropriate by the Management Director. All Repayment Agreements must be in writing and signed by both parties. **There shall be a \$25 administrative charge for each repayment agreement, which must be paid at the time of execution. In addition, repayment agreements resulting from resident caused damages or the resident's failure to properly report income, require an initial down-payment equal to 20%. The down-payment must be paid at the time of execution of the repayment agreement.** Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 TERMINATION

20.1 TERMINATION BY RESIDENT

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the resident's monthly rent is less than \$100 and less than a 30 day written is given a \$100 cancellation fee shall be assessed in addition to the prorated rent amount.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The St. Clair County Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;

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

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

20.3 ABANDONMENT

A. Dwelling Unit

The St. Clair County Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit (i.e. disconnected utilities, most personal property removed from the unit, resident being absent from the unit, etc.).

When a unit has been declared abandoned, Management shall post on the residence and mail to the person the resident has identified as an emergency contact a “Notice of Intention To Claim Abandonment.” The Abandonment Notice shall indicate the reasons Management believes the property to have been abandoned and shall provide the Resident a minimum ten day period in which to contact Management to refute the abandonment declaration. If no contact is made within the specified time period, Management shall have the right to regain control of the premises.

A. Personal Property

Personal Property of the resident left in the unit after the resident has vacated the unit as a result of :

- a) Lease termination as prescribed in Section 20;
- b) Hazards and/or defects as defined in lease agreement;
- c) The death of the resident when no known survivors and/or heirs can be located; or;
- d) Management declaration of abandonment as discussed in paragraph

A above,

shall become the property of St. Clair County Housing Authority. Before disposing of the property, SCCHA shall give the resident written notice to remove the property. This notice will be delivered to the resident at the leased premises in accordance with the applicable provisions in the lease, if a new residence or mailing address is unknown. Any expenses incurred by Management in disposing of abandoned personal property shall be charged to the Resident’s account. Any net proceeds from the sale of such property shall be credited to the resident’s account.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the St. Clair County Housing Authority will within 30 days return the security deposit or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The St. Clair County Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

21.0 SERVICE CHARGE POLICY

Consistent with HUD guidelines, it is SCCHA’s policy to charge residents for repair work needed as a result of resident neglect, damage, or other factors that exceed normal wear and tear taking into consideration the length of occupancy and other relevant factors.

The majority of items will be charged based on an actual or estimated “time and material” basis. Accordingly, the actual cost of such repairs may vary from time to time dependent upon labor and material costs. A standardized labor rate of \$12 per hour shall be assessed, with a minimum service fee of \$6.00 (except for key duplication).

The intent of the policy is to recover the cost of performing maintenance work from residents that cause property damage which exceeds normal wear and tear, either through neglect or abuse, so that adequate maintenance can be provided to all residents. No profit or overhead charges shall be included in the charges assessed. Material cost shall be established based on the current or most recent purchase price, whichever is most readily available. The cost for certain types of material/equipment/fixtures shall be subject to a depreciation allowance to account for age and normal wear and tear. Examples of such items include kitchen appliances (stoves and refrigerators), carpeting, and interior painting.

Specified charges exist for limited number of services. These are listed below.

1.	Response to lock-out (business hours)	\$15.00	
2.	Response to lock-out (non-business hours)	50.00*	
3.	Trash/debris in areas for which resident is responsible under the lease agreement <u>or</u> littering penalty	20.00	
4.	Duplicate request for rent review information	50.00	
1.	After-hours disturbance investigation charge (charged to resident or resident who has guest that is causing disturbance)	30.00	
6.	Smoke detector battery replacement	6.00	
7.	Unclog drain lines, regular household (kitchen/bath/toilet)	30.00	
	main line/special circumstances	50.00	
8.	Appliance cleaning (stove/refrigerator)		
	Light	25.00	
	Heavy	50.00	
9.	<u>Unit Cleaning</u> (Vacant Units)	<u>Partial</u> (Light)	<u>Complete</u> (Heavy)
	0-1Br.	\$ 50.00	\$ 75.00
	2	50.00	100.00
	3	65.00	125.00
	4	75.00	150.00

5 100.00 175.00

10.	<u>Personal Property Removal</u> (Vacant Units)	
	Light	\$ 50.00
	Medium	\$100.00
	Heavy	\$150.00
	Extra Heavy	\$200.00

*Response time is limited until twelve midnight. There shall be no lock-out service from 12:00 midnight until 7:00 a.m.

Residents are responsible for the cost to repair/replace window glass and screens, storm doors, and individual trash receptacles (normal wear and tear excepted).

Within budgetary constraints, SCCHA shall perform at no cost to residents, interior painting of units occupied for 5 years or longer which are headed by a household member that is a senior (age 62 or older) or disabled and where there is no other able-bodied adult household member. Interior painting of family units may be completed under the following guidelines: A) After 5 years of occupancy, SCCHA shall provide paint at no cost to residents who are capable of painting in a satisfactory manner; B) before 5 years of occupancy, SCCHA shall provide paint to residents who are capable of painting in a satisfactory manner when the resident agrees to pay for the paint on a pro-rata basis (based on 5 year life), or SCCHA will arrange to have the desired repainting work completed upon the execution of a written agreement for the resident to pay for the pro-rata cost of the repainting work (i.e. time and material); C) regardless of the length of occupancy, with the prior written authorization of SCCHA, resident may arrange for interior repainting at their cost.

It should be noted that painting done by residents must be finished to the standards of the Authority. All units painted will be inspected and subject to charge if not ultimately done properly.

Residents shall be notified in written form of all service charges to be added to their account. Charges are due and payable the first of the month the resident is notified of the charge, provided, however, that a minimum two week notice is given. Charges totaling \$30 or more can be billed and paid in multiple increments (usually 25% per month) upon the written request of the resident. Disputes over service charges that can not be satisfactorily resolved with the Property Manager are subject to the Grievance Procedure.

Fees resulting from delinquent payment of rent and/or other charges are specifically excluded from the terms and conditions stated herein.

22.0 *COLLECTION PROCEDURES*

The procedure used to collect monies due by residents, including rent and all other charges, shall be consistent with SCCHA's established Collection Policy, which appears as Appendix #H.

23.0 *GRIEVANCE POLICY*

Applicants and Residents have the right to have any adverse action related to their application or continued occupancy reviewed according to the terms and conditions of SCCHA's established Grievance Policy (Appendix I).

24.0

APPENDIX SUMMARY

A – GLOSSARY

B – ACRONYMS

C – LOW AND VERY LOW INCOME AMOUNTS

D – LEASE AGREEMENT

E – SECURITY DEPOSIT REQUIREMENTS

F – UTILITY ALLOWANCES

G – PET AGREEMENT AND APPLICATION / PERMIT FORM

H – COLLECTION POLICY

I – GRIEVANCE POLICY

J – INCOME DECONCENTRATION WORKSHEET

K – FLAT RENT AND CEILING RENT SCHEDULE

L – BAN AND BAR POLICY

APPENDIX A

GLOSSARY

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

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

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

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

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

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

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

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

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

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

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

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

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

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method,

rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the

Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program

or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Resident Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Resident: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Resident Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Resident Payment (TTP):

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

APPENDIX B

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident Payment

APPENDIX C

LOW AND CERY LOW INCOME AMOUNTS

EFFECTIVE 4/15/99

<u># OF PERSONS</u>	<u>VERY LOW INCOME</u>	<u>LOW INCOME</u>
1	\$16,850	\$26,950
2	\$19,250	\$30,800
3	\$21,650	\$34,650
4	\$24,050	\$38,500
5	\$25,950	\$41,550
6	\$27,900	\$44,650
7	\$29,800	\$47,700
8	\$31,750	\$50,800

APPENDIX E

SECURITY DEPOSITS

The following Security Deposits are required to be paid by all tenants at the time a Lease Agreement is signed, and prior to moving in, unless other arrangements are approved by SCCHA.

<u>HOUSEHOLD TYPE</u>	<u>DEPOSIT</u>
Elderly (62 and over)	\$100.00
Family (except single family houses)	Greater of \$200.00 or Total Tenant Payment
Family (single family houses)	Greater of \$300.00 or Total Tenant Payment
Pet Deposit – Elderly	\$100.00
Pet Deposit – Family	\$200.00

Appendix J

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

%Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

**Annual Statement/Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

OMB appr

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)
IL30-06 Centreville	Flooring, replace carpeting, concrete remo	1460	41	\$85,000			
IL30-07 Marissa	Repair curbs, parking, tree removal	1450	14	\$32,000			
IL30-14 Lebanon	Parking lot repair, concrete	1450	3	\$45,000			
IL30-16 N. 47th St.	Patio door replacement, wall system repair window replacement	1460	38	\$350,000			
IL30-16 Church St.	Patio door replacement, wall system repair window replacement	1460	48	\$350,000			
IL30-19 Lenzburg	Windows, doors, locks, storm doors	1460	8	\$22,200			
IL30-20 Centreville	Parking lot, concrete replacement	1450	8	\$58,000			
IL30-24 O'Fallon	Parking lot repair/resurface, drain	1450	1	\$50,000			
	Contingency	1502		\$97,986			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrat			
X				X			

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

(2) to be completed for the Performance and Evaluation Report

Status of Proposed Work (2)

Signature and Date

**Annual Statement/Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

OMB appr

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)
Management Improvements	Mgmt. staff professional devel.	1408		\$6,000			
	Tech. Services staff professional devel.	1408		\$6,000			
	Service coordination	1408		\$35,000			
	Economic development	1408		\$15,000			
	Family self-sufficiency program	1408		\$24,500			
	Res. council devel. & training	1408		\$12,000			
	Drug elimination program	1408		\$55,600			
		Subtotal			\$154,100		
For further explanation of descriptions please refer to the Management Needs Assessment.							
Signature of Executive Director				Signature of Public Housing Director/Office of Native American Programs Administrator			
X				X			

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

(2) to be completed for the Performance and Evaluation Report

Status of Proposed Work (2)

Signature and Date

**Annual Statement/Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

OMB appr

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)
PHA WIDE ADMIN. COSTS	Administrative Costs Employees salaries and benefits (@40% of salary)						
	Technical Services Department						
	Director (1)	1410	1	\$82,322			
	Construction Manager (1)	1410	1	\$59,812			
	Specialist (1)	1410	1	\$44,237			
	Modernization Manager (1)	1410	1	\$49,429			
	Subtotal				\$235,800		
	Total			\$235,800	*		
<p>COST ALLOCATION METHODOLOGY All administrative costs associated with the Comprehensive Grant Program will be compiled utilizing time sheets and charged to the Comprehensive Grant Program Benefits on the salary expenses will also be charged to the Comprehensive Grant Program.</p> <p>Positions as noted in the Comprehensive Plan will also be charged to the CGP budget and the appropriate allocation will be made in the operating budget. All positions shown will be charged at 100%. Comprehensive grant administrative expenses will be designated as noted above. If you require further information, contact Tony L. Vecera, Technical Services Director</p>							
* \$89,756 of this amount will be used for in-house A&E (including inspections) in lieu of contracting for such services.							
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator			
X				X			

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

Status of Proposed Work (2)

n.

Signature and Date

**Annual Statement/Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part II: Supporting Pages**

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

OMB appr

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)
PHA WIDE	Funds for A&E firm to provide	1430		\$70,000			
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator			
X				X			

Status of Proposed Work (2)

and Date

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 7/31/98)

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

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

Work Statement for Year FFY: 2001	Work Statement for Year <u>2</u>		Work Statement for Year <u>3</u>		Work Statement for Year 1 FFY: 2000	Work Statement for Year <u>4</u>			
	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories		Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity
See Annual Statement	IL30-01 Brooklyn Window repl, canopy, siding repair/re concrete removal, grade and seed, roofs	2	\$123,186	IL30-01 Brooklyn Window repl, canopy, siding repr/repl concrete removal, grade and seed, roofs.	7	\$500,000	IL30-01 Brooklyn Window repl, canopy, siding repr/repl concrete removal, grade and seed, roofs.	7	\$500,000
				IL30-02 Marissa 0 Bedroom conversions	6	\$162,000			
				IL30-06 Centerville 0 bedroom conversions	8	\$175,000	IL30-08 Centerville Air conditioning	142	\$335,000
							IL30-10 Centerville Air conditioning	59	\$200,000

in Development

Public and Indian Housing

Work Statement for Year <u>5</u>		
FFY: <u>2004</u>		
Development Number/Name/General Description	Quantity	Estimated Cost
Major Work Categories		
IL30-01 Brooklyn Window repl, canopy, siding repr/repl concrete removal, grade and seed, roofs. HVAC installation	5 100	\$400,000 \$200,000
IL30-02 Marissa Subsidence	1	\$7,000
HA-Wide Soffit, fascia, gutter and downspout	50	\$60,000
HA-Wide Site Improvements/concrete replacem	50	\$35,000
HA-Wide Exterior wall repair	15	\$60,000
IL30-06 Centreville Family resource center	1	\$100,000
IL30-10 Centreville Air conditioning	51	\$175,000

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

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

OMB Housing No. 2577-0157 (exp. 7/31/98)

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

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

Work Statement for Year 1 FFY: 2000	Work Statement for Year <u>2</u> FFY: <u>2001</u>		Work Statement for Year <u>3</u> FFY: <u>2002</u>		Work Statement for Year 1 FFY: 2000	Work Statement for Year <u>4</u> FFY: <u>2003</u>		
Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost
IL30-16 Church Street								
Flooring - common areas and apartment	49	\$60,000						
Appliances	49	\$49,000						
Interior door replacement and fire-rated lock	60	\$50,000						
Fire protection/ADA elevator	2	\$35,000						
Handicapped accessibility	2	\$30,000						
Repair/replace interior handrail	3	\$5,000						
Mechanical room rehabilitation, pumps	1	\$70,000						
Heat pumps, water heaters	48	\$80,000						
Cooling tower replacement	1	\$35,000						
Resurface decking with epoxy coating	1	\$50,000						
Wall repair common area	1	\$75,000						
IL30-16 47th Street								
Flooring - common areas and apartment	39	\$45,000						
Appliances	39	\$38,000						
Ceiling repair, storage room	1	\$3,000						
Wall repair - common areas	1	\$63,000						
Interior door replacement and fire-rated lock	45	\$40,000						
Fire protection/ADA elevator	1	\$35,000						
Handicapped accessibility	2	\$30,000						
Repair/replace interior handrail	3	\$4,000						
Mechanical room rehabilitation, pumps	1	\$70,000						
Heat pumps, water heaters	38	\$65,000						
Cooling tower replacement	1	\$35,000						
Subtotal of Estimated Cost			Subtotal of Estimated Cost			Subtotal of Estimated Cost		

Public and Indian Housing

Public and Indian Housing

Work Statement for Year <u>5</u>		
FFY: <u>2004</u>		
Development Number/Name/General Description Major Work Categories	Quantity	Estimated Costs
IL30-16 Central Office Vehicle replacement	3	\$45,000
<u>Subtotal of Estimated Cost</u>		

form HUD-52834 (10/96)

ref Handbook 7485.3

of _____

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Housing No. 2577-1057 (exp. 7/31/98)

**Five-Year Action Plan
Part II: Supporting Pages**

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

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

Work Statement for Year	2		3		Work Statement for Year	4	
FFY: 2001	Quantity	Estimated Cost	Quantity	Estimated Cost	FFY: 2002	Quantity	Estimated Cost
Development Number/Name/General Description Major Work Categories			Development Number/Name/General Description Major Work Categories			Development Number/Name/General Description Major Work Categories	
			IL30-17 Washington Park				
			Doors, jambs, locks, security doors	32	\$64,000		
			Address-o-lights	32	\$5,500		
			Exterior wall repairs	14	\$35,000		
			Storage sheds	8	\$36,000		
			Fencing, tree removal, site work	8	\$30,000		
			Soffit, fascia, gutters and corner post	14	\$20,000		
			Remove unused light poles & concrete	1	\$1,500		
			Exterior GFCI's	32	\$1,500		
			Contingency		\$59,686		\$55,186
Subtotal of Estimated Cost			Subtotal of Estimated Cost			Subtotal of Estimated Cost	

Public and Indian Housing

Public and Indian Housing

Work Statement for Year <u>5</u>		
FFY: <u>2004</u>		
Development Number/Name/General Description	Quantity	Estimated Costs
Major Work Categories		
Contingency		\$8,186
Subtotal of Estimated Cost		

of _____

form HUD-52834 (10/96)

ref Handbook 7485.3

Five-Year Action Plan Part II: Supporting Pages

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Housing No. 2577-0157 (exp. 7/31/98)

Five-Year Action Plan Part II: Supporting Pages

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

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

Work Statement for Year	FFY: <u>2000</u>				FFY: <u>2001</u>				Work Statement for Year	FFY: <u>2002</u>			
FFY: 1999	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost				
Subtotal of Estimated Cost				Subtotal of Estimated Cost			\$0	Subtotal of Estimated Cost			\$0		

Public and Indian Housing

Public and Indian Housing

Work Statement for Year <u>5</u>		
FFY: <u>2003</u>		
Development Number/Name/General Description Major Work Categories	Quantity	Estimated Costs
Subtotal of Estimated Cost		\$0

of _____

form HUD-52834 (10/96)

ref Handbook 7485.3

Five-Year Action Plan Part II: Supporting Pages

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-1057 (exp. 7/31/98)

Five-Year Action Plan Part II: Supporting Pages

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

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

Work Statement for Year 1 FFY: 1999	Work Statement for Year <u>2</u> FFY: <u>2000</u>			Work Statement for Year <u>3</u> FFY: <u>2001</u>			Work Statement for Year 1 FFY: 1999	Work Statement for Year <u>4</u> FFY: <u>2002</u>			
	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost		Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	
Subtotal of Estimated Cost				Subtotal of Estimated Cost			\$0	Subtotal of Estimated Cost			\$0

Page ____ of ____

form HUD-52834 (10/96)
ref Handbook 7485.3

Page ____

Five-Year Action Plan Part II: Supporting Pages

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-1057 (exp. 7/31/98)

Five-Year Action Plan Part II: Supporting Pages

Physical Needs Work Statements
Comprehensive Grant Program (CGP)

U.S. Dep:
and Urba
Office of F

Work Statement for Year 1 FFY: 1999	Work Statement for Year <u>2</u> FFY: <u>2000</u>	Work Statement for Year <u>3</u> FFY: <u>2001</u>	Work Statement for Year <u>4</u> FFY: <u>2002</u>
Development Number/Name/General Description Major Work Categories	Quantity Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity Estimated Cost
Subtotal of Estimated Cost		Subtotal of Estimated Cost	\$0

Work Statement for Year

Public and Indian Housing

Work Statement for Year

5

FFY: 2003

Development Number/Name/General Description Major Work Categories	Quantity	Estimated Costs

Subtotal of Estimated Cost		\$0
----------------------------	--	-----

of _____

Form HUD-52834 (10/96)

ref Handbook 7485.3

**Five-Year Action Plan
Part III: Supporting Pages**

Management Needs Work Statement(s)
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 7/31/98)

**Five-Year Action Plan
Part III: Supporting Pages**

Management Needs Work Statement(s)
Comprehensive Grant Program (CGP)

U.S. Dep:
and Urba
Office of F

Work Statement for Year 1 FFY: 2001	Work Statement for Year <u>2</u> FFY: 2001		Work Statement for Year <u>3</u> FFY: 2002		Work Statement for Year 1 FFY: 1999	Work Statement for Year <u>4</u> FFY: 2003		
Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description Major Work Categories	Quantity	Estimated Cost
PHA Management Improvements			PHA Management Improvements			PHA Management Improvements		
Mgmt. staff professional devel.		\$6,000	Mgmt. staff prof. devel.		\$6,000	Mgmt. staff prof. devel.		\$6,000
Tech. service professional devel.		\$6,000	Tech. service professional devel.		\$6,000	Tech. service professional devel.		\$6,000
Service coordination		\$35,000	Service coordination		\$35,000	Service coordination		\$35,000
Economic development		\$15,000	Economic development		\$15,000	Economic development		\$15,000
Family self-sufficiency program		\$24,500	Family self-sufficiency prog		\$24,500	Family self-sufficiency prog		\$24,500
Res. council devel. & training		\$12,000	Res council devel & training		\$12,000	Res council devel & training		\$12,000
Drug elimination program		\$55,600	Drug elimination program		\$55,600	Drug elimination program		\$55,600
	Subtotal	\$154,100		Subtotal	\$154,100		Subtotal	\$154,100
PHA Wide Fees and Costs		\$70,000	PHA Wide Fees and Costs		\$70,000	PHA Wide Fees and Costs		\$70,000
PHA Wide Adminstrative Costs		\$235,800	PHA Wide Adminstrative Costs		\$235,800	PHA Wide Adminstrative Costs		\$235,800
Subtotal of Estimated Cost		\$602,630	Subtotal of Estimated Cost		\$602,630	Subtotal of Estimated Cost		\$602,630

Work Statement for Year

Public and Indian Housing

Work Statement for Year		<u>5</u>
		FFY: <u>2004</u>
Development Number/Name/General Description	Quantity	Estimated Costs
Major Work Categories		
PHA Management Improvements		
Mgmt. staff prof. devel.		\$6,000
Tech. service professional devel.		\$6,000
Service coordination		\$35,000
Economic development		\$15,000
Family self-sufficiency prog		\$24,500
Res council devel & training		\$12,000
Drug elimination program		\$55,600
	Subtotal	\$154,100
PHA Wide Fees and Costs		\$70,000
PHA Wide Administrative Costs		\$235,800
Subtotal of Estimated Cost		\$602,630

of _____

form HUD-52834 (10/96)

ref Handbook 7485.3

Annual Statement/Performance and Evaluation Report Comprehensive Grant Program (CGP) Part I: Summary

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

OMB Approval No. 2

HA Name: St. Clair County Housing Authority	Comprehensive Grant Number: IL60P030709-00	FFY of Grant Approval: \$2,000
-------------------------------------------------------	------------------------------------------------------	------------------------------------------

<input checked="" type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement/Revision Number _____	<input type="checkbox"/> Performance and Evaluation Report for Program Year Ending _____
<input type="checkbox"/> Final Performance and Evaluation Report			

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cos	
		Original	Revised (1)	Obligated	Ex
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 19)				
3	1408 Management Improvements	\$154,100			
4	1410 Administration	\$235,800			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$70,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	\$185,000			
10	1460 Dwelling Structures	\$807,200			
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1495.1 Relocation Costs				
17	1498 Mod Used for Development				
18	1502 Contingency (may not exceed 8% of line 19)	\$97,986			
19	Amount of Annual Grant (Sum of lines 2-18)	\$1,550,086	\$0	\$0	
20	Amount of line 19 Related to LBP Activities				
21	Amount of line 19 Related to Section 504 Compliance				
22	Amount of line 19 Related to Security				
23	Amount of line 19 Related to Energy Conservation Measures				

Signature of Executive Director and Date

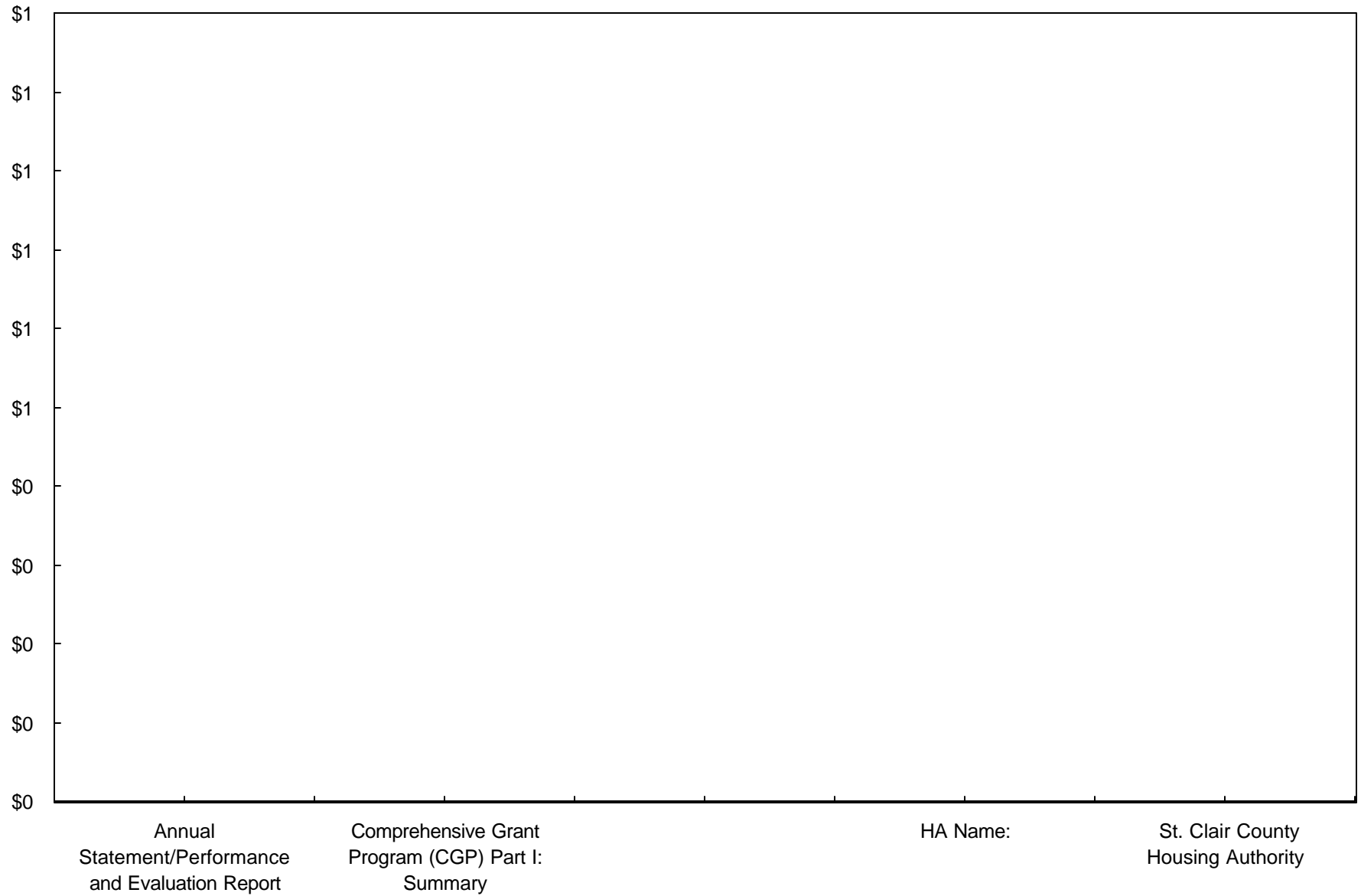
X

X

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

**\$80,791 will be used for in-house A&E (incl. inspections) in lieu of contracting for such services.

Current



Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for R
	Original	Revised (1)	Actual(2)	Original	Revised(1)	Actual(2)	
IL30-05 Smithton	06/01			06/02			
IL30-09 Brooklyn	06/01			06/02			
IL30-12 Brooklyn	06/01			06/02			
IL30-16 Belleville	06/01			06/02			
IL30-17 Washington Park	06/01			06/02			
IL30-20 Centreville	06/01			06/02			
IL30-22 Millstadt	06/01			06/02			
IL30-27 Belleville	06/01			06/02			
IL30-28 Belleville	06/01			06/02			

Signature of Executive Director & Date:

Signature of Public Housing Director/Office of Native American I

X

X

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

(2) To be completed for the Performance and Evaluation Report

Page _____ of _____

Revised Target Dates(2)

Programs Administrator & Date:

form HUD-52837 (10/96)

ref Handbook 7485.3

Five-Year Action Plan
Part I: Summary
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157 (Exp. 7/31/98)

HA Name: St. Clair County Housing Authority	Locality: (City/County & State) Belleville, St. Clair, IL	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No:
------------------------------------------------	--------------------------------------------------------------	---------------------------------------------------------------------------------------

A. Development Number/Name	Work Statement for Year 1 FFY: 2000	Work Statement for Year 2 FFY: 2001	Work Statement for Year 3 FFY: 2002	Work Statement for Year 4 FFY: 2003	Work Statement for Year 5 FFY: 2004
IL30-01 Thomas Terry		\$123,186	\$500,000	\$500,000	\$600,000
IL30-02 Clayton Manor		See	\$162,000		\$7,000
IL30-03 Dupo					
IL30-05 Smithton					
IL30-06 Centreville		Annual	\$175,000		\$100,000
IL30-07 Clayton Manor		Statement		\$335,000	
IL30-08 Centreville				\$200,000	\$175,000
IL30-09 Thomas Terry					
IL30-10 Centreville					
IL30-11 Hawthorne Apts					
B. Physical Improvements Subtotal		\$1,090,186	\$1,030,500	\$1,035,000	\$782,000
C. Management Improvements		\$154,100	\$154,100	\$154,100	\$154,100
D. HA-Wide Nondwelling Structures & Equipment					\$145,000
E. Administration		\$235,800	\$235,800	\$235,800	\$235,800
F. Other**		\$70,000	\$129,686	\$125,186	\$233,186
G. Operations		\$0	\$0	\$0	\$0
H. Demolition		\$0	\$0	\$0	\$0
I. Replacement Reserve		\$0	\$0	\$0	\$0
J. Mod Used for Development		\$0	\$0	\$0	\$0
K. Total CGP Funds		\$1,550,086	\$1,550,086	\$1,550,086	\$1,550,086
L. Total Non-CGP Funds		\$0	\$0	\$0	\$0
M. Grand Total		\$1,550,086	\$1,550,086	\$1,550,086	\$1,550,086

Signature of Executive Director & Date:	Signature of Public Housing Director or Native American Programs Administrator & Date:
-----------------------------------------	----------------------------------------------------------------------------------------

Five Year Action Plan
Part I: Summary (Continuation)
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157 (Exp. 7/31/98)

A. Development Number/Name	Work Statmt. for Year 1 F-FY: 2000	Work Statement for Year 2 F-FY: 2001	Work Statement for Year 3 F-FY: 2002	Work Statement for Year 4 F-FY: 2003	Work Statement for Year 5 F-FY: 2004
IL30-12 Brooklyn					
IL30-13 Becker Park					
IL30-14 Lebanon					
IL30-16 Belleville	See	\$967,000			\$45,000
IL30-17 Washington Park			\$193,500		
IL30-18 Swansea	Annual				
IL30-19 Lakeview Apts.					
IL30-20 Centreville	Statement				
IL30-21 New Athens					
IL30-22 Millstadt					
IL30-24 O'Fallon					
IL30-27 Belleville					
IL30-28 Lakeview Apts.					

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

- 1. General Information/History**
- 2. PHDEP Plan Goals/Budget**
- 3. Milestones**
- 4. Certifications**

Section 1: General Information/History

- A. Amount of PHDEP Grant - \$223,459**
- B. Eligibility type (Indicate with an “x”) N1_____ N2_____ R X_____**
- C. FFY in which funding is requested - 2000**
- D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The St. Clair County Housing Authority (SCCHA) utilizes a comprehensive strategy to reduce/eliminate drug-related crime in the targeted public housing developments in Alorton, Brooklyn, and Centreville. The program which operates under the code-name “Project RID NOW” (Remove Illegal Drugs NOW), incorporates both an aggressive law enforcement effort and broad-based prevention programming. Public Housing Drug Elimination Grant (PHDEP) funds will be utilized to continue supplemental law enforcement services with the Centreville Police Department and the St. Clair County Sheriff’s Drug Tactical Unit. Prevention programs funded by the grant include Family Resource Centers, Youth Leadership Development, PRIDE group organization, Organized Sports/Recreation, and Youth Business Development.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Private Mathison Manor, Centreville (30-10/60/80)	213	573
Ernest Smith Sr. Apts., Centreville (30-6/8/20)	225	606
Hawthorne Terrace, Alorton (30-11)	44	144
Thomas Terry Apts., Brooklyn (30-1/9/12)	158	395

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

6 Months_____ 12 Months_____ 18 Months_____ 24 Months X Other _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	\$304,800	IL06DEP0300195	0	N/A	09/15/97
FY 1996	\$304,800	IL06DEP0300196	0	N/A	11/30/98
FY 1997	\$302,400	IL06DEP0300197	0	N/A	12/09/99
FY1998	\$302,400	IL06DEP0300198	\$108,683	N/A	11/06/00
FY 1999	\$223,459	IL06DEP0300199	\$169,886	N/A	12/17/01

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

SCCHA’s strategy to address the needs of the target populations / locations involves supplemental law enforcement and prevention programming. The broad goals and objectives are to reduce criminal activity occurring in the developments, increase the feeling of safety among the residents, and foster youth / adult involvement in positive recreational / educational endeavors. Our partners in this effort include federal, state, and local law enforcement; community service providers; public housing residents and resident leaders; and local government officials. Law enforcement agencies serve as the legal deterrents and the contract and community service providers provide the prevention efforts. Systems used to monitor and evaluate PHDEP-funded activities include monthly activity reports, periodic site monitoring reports, resident surveys, and independent assessments and evaluations. The Drug Elimination Task Force, which is comprised of residents, staff, law enforcement personnel, prevention programming staff, and other community representatives, meets on a quarterly basis to monitor and evaluate the effectiveness of the drug elimination plan.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 00 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	\$124,887
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	96,873
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	1,699
TOTAL PHDEP FUNDING	223,459

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement					Total PHDEP Funding: \$124,887		
Goal(s) – Increase the safety of residents in the targeted communities by reducing drug related crime and violence.							
Objectives – Pursue vigorous investigations and apprehensions of persons associated with drug related crime.							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1. Supplemental Law Enforcement			9/1/00	8/31/00	\$124,887	\$106,113/ CGP	Monthly Reports
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9140 - Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$96,873		
Goal(s) – Provide and promote positive social, educational and recreational activities to meet economic and social needs.							
Objectives – Encourage participation in community-based prevention programs which promote zero tolerance drug policies.							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Family Resource Center	340	Youth/Adult	1/1/02	12/31/02	\$72,073	\$19,200/CGP	Monthly Reports
2.PRIDE Organization Support	150	Youth	1/1/02	12/31/02	\$10,400	0	Monthly Reports
3.Organized Sports Program	112	Youth	1/1/02	12/31/02	\$14,400	0	Monthly Reports

9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons	Target Population	Start Date	Expected Complete	PHDEP Funding	Other Funding	Performance Indicators

	s Served			Date		(Amount /Source)	
1.							
2.							
3.							

9180 - Drug Treatment						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs						Total PHDEP Funds: \$1,699	
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Resident Survey			6/1/01	12/1/01	\$1,699	0	N/A
2.							
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activity 1 / 100%	\$124,887		\$124,887
9120				
9130				
9140				
9150				
9160	Activity 1, 2, 3 / 25%	24,218	Activity 1, 2, 3 / 100%	96,873

9170				
9180				
9190	Activity 1 / 25%	425	Activity 1 / 100%	1,699
TOTAL		\$149,440		\$233,459

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

ST. CLAIR COUNTY HOUSING AUTHORITY ADMINISTRATIVE PLAN

I GENERAL PROVISIONS OF THE ADMINISTRATIVE PLAN

A PURPOSE

- 1 To provide a standard policy which will enable the Housing Authority (HA) staff to administer the Section 8 Rental Assistance Program consistently and fairly.
- 2 To provide a basis for HA decisions to Housing Authority clients, owners and the public.
- 3 To address questions which are beyond the scope of the Federal regulations.
- 4 To provide an ongoing training document for both experienced and newly hired staff.

B AMENDMENT

The Administrative Plan can only be amended by the Board of Commissioners of the St. Clair County Housing Authority (SCCHA).

C NON-DISCRIMINATION

It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Rental Assistance Program on the grounds of color, sex, religion, national or ethnic origin, family or marital status, sexual preference, handicap or disability.

D RULES AND REGULATIONS

All issues related to tenants and participants of the Section 8 Rental Assistance Program are governed by Title 24, Parts 700-1699 of the Code of Federal Regulations. In addition, various HUD handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this Administrative Plan conflicts with the Federal Regulations, the Federal Regulations shall prevail.

E DEFINITIONS

Definitions for words or terms that have unique or special meaning for program purposes as used in this administrative plan are defined in Appendix A.

II EQUAL OPPORTUNITY

A FAIR HOUSING

It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the St. Clair County Housing Authority housing programs.

- 1 To further its commitment to full compliance with applicable Civil Rights laws, SCCHA will provide Federal/State/local information to applicants and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the St. Clair County Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
- 2 SCCHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The St. Clair County Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

B REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SCCHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the

program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, SCCHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1 All decisions granting or denying a request for reasonable accommodations will be in writing.

2 For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

3 SCCHA retains the right to show how the requested accommodation enables the individual to access or use the HA's programs or services.

4 If more than one accommodation is equally effective in providing access to SCCHA programs and services, then SCCHA retains the right to select the most efficient or economic choice.

5 If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

6 Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

C PRIVACY RIGHTS

1 Applicants will be required to sign the Authorization for the Release of Information/Privacy Act Notice (form HUD-9886) at the time the Authority evaluates their eligibility for housing assistance, and at the time of any initial examination, interim reexamination, or regularly scheduled income reexamination. This consent form must be signed by the head of household and spouse, regardless of age, and by each adult member in the household at the initial examination and each

subsequent reexamination. Failure of the applicant or participant to sign the consent form constitutes grounds for denial of eligibility or termination of assistance.

- 2 The Housing Authority's policy regarding release of information is:
 - a To release information in a manner consistent with the release forms signed by the adult members of the household.
 - b To provide the following information to an owner for screening purposes when a signed release form has been furnished.
 - (1) The family's current and prior address according to HA records.
 - (2) The name and address of the landlord at the family's current and prior address.
 - c To release other information only with a release form signed by the client.

D OUTREACH TO OWNERS

SCCHA will undertake outreach activities directed at potential landlords which includes the following:

- 1 Media usage for information dispersion;
- 2 Staff appearances before area groups composed of rental property owners;
- 3 Disbursement of a quarterly newsletter to participating and potential owners;
- 4 Professional assistance will be sought when necessary to develop program materials such as pamphlets, brochures, newspaper ads, etc.

E REQUIRED POSTINGS

The SCCHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- 1 The Section 8 Administrative Plan;
- 2 Notice of the status of the waiting list (opened or closed);
- 3 Address of all SCCHA offices, office hours, telephone numbers, TDD numbers, and hours of operation;
- 4 Income Limits for Admission;
- 5 Informal Review and Informal Hearing Procedures;
- 6 Fair Housing Poster; and
- 7 Equal Opportunity in Employment Poster.

III SCCHA RESPONSIBILITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

SCCHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and SCCHA Section 8 Administrative Plan.

A SCCHA RESPONSIBILITIES

In administering the program, SCCHA must:

- 1 Publish and disseminate information about the availability and nature of housing assistance under the program;
- 2 Explain the program to owners and families;
- 3 Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
- 4 Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
- 5 Affirmatively further fair housing goals and comply with equal opportunity requirements;
- 6 Make efforts to help disabled persons find satisfactory housing;

- 7 Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
- 8 Determine who can live in the assisted unit at admission and during the family's participation in the program;
- 9 Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- 10 Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
- 11 Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
- 12 Determine the amount of the housing assistance payment for the family;
- 13 Determine the maximum rent to the owner and whether the rent is reasonable;
- 14 Make timely housing assistance payments to an owner in accordance with the HAP contract;
- 15 Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
- 16 Establish and adjust SCCHA utility allowance;
- 17 Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by SCCHA, if the owner defaults (e.g., HQS violation);
- 18 Determine whether to terminate assistance to a participant family for violation of family obligations;
- 19 Conduct informal review of certain SCCHA decisions concerning applicants for participation in the program;

- 20 Conduct informal hearing on certain SCCHA decisions concerning applicants for participation in the program; and
- 21 Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

B OWNER OBLIGATIONS

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. The owner is responsible for:

- 1 Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- 2 Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- 3 Complying with equal opportunity requirements.
- 4 Preparing and furnishing to SCCHA information required under the HAP contract.
- 5 Collecting from the family:
 - a Any security deposit required under the lease.
 - b The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c Any chares for unit damage by the family.
- 6 Enforcing tenant obligations under the lease.
- 7 Paying for utilities and services (unless paid by the family under the lease).

C OBLIGATIONS OF THE PARTICIPANTS

This Section states the obligations of a participant family under the program.

- 1 Supplying required information. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required

evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

- 2 The family must supply and information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- 3 The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
- 4 Any information supplied by the family must be true and complete.
- 5 The family is responsible for any HQS breach caused by the family or its guests.
- 6 The family must allow the HA to inspect the unit at reasonable times and after at least 3 days notice.
- 7 The family may not commit any serious or repeated violation of the lease.
- 8 The family must notify the HA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- 9 The family must promptly give the HA a copy of any owner eviction notice it receives.
- 10 Use and Occupancy of the Unit
 - a The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 - b SCCHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SCCHA of the adoption or court-awarded custody of a child. The family must request approval from the SCCHA to add any other family member as an occupant of the unit. No other person (i.e. no one but members of the assisted family) may reside in the unit (except for a foster child / foster adult or live-in aide as approved by the HA).

- c Members of the household may engage in legal profit making activities in the unit but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements, agreement by the owner, and the affected household member must obtain all appropriate licenses.
 - d The family must not sublease or let the unit.
 - e The family must not assign the lease or transfer the unit.
- 11 The family may not be absent from the unit for more than 30 days. The family must request permission from the HA for absences exceeding 30 days.
 - 12 The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
 - 13 The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
 - 14 The members of the family may not engage in drug-related criminal activity or other violent criminal activity.
 - 15 An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

IV ELIGIBILITY FOR THE SECTION 8 RENTAL ASSISTANCE PROGRAM

A GENERAL STATEMENT

No applicant has a right or entitlement to be listed on the Section 8 Rental Assistance waiting list, to any particular position on the waiting list, or to admission to the Program. However, all applicants have the right to bring a judicial action challenging an Authority decision as being a violation of a constitutional or statutory requirement.

B ELIGIBILITY FOR PARTICIPATION

Eligibility for admission is determined by a combination of statutory requirements, federal regulations, and local policy. An applicant must meet the following criteria to confirm his/her eligibility: qualify as a family, have an income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of Social Security Number, and sign consent authorization documents.

In addition to the eligibility criteria, families must also meet the SCCHA screening criteria in order to be admitted to the Section 8 Program.

1 Eligible Households

The following applicants are eligible for the Section 8 Rental Assistance Program, provided they are at least 18, have been emancipated under state law, or otherwise have the capacity to contract in the State of Illinois. To be eligible, an applicant must qualify as a Family. A family can consist of any of the following described below.

a **Eligible Families**

Two or more persons sharing residency whose income and resources are available to meet the family's needs who are either related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time (not less than one year).

- 1 Children are considered family members if they currently reside, or it can be reasonably anticipated that they will reside, with the family at least six (6) months a year.
- 2 A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
- 3 Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

- 4 There can also be other unrelated persons living in the household, such as foster children, if it is determined the unit will not be overcrowded.
- 5 Persons residing with a Family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility.

b An **elderly family** which is:

- 1 A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- 2 Two or more persons who are at least 62 years of age living together; or
- 3 One or more persons who are at least 62 years of age living with one or more live-in aides.

c A **disabled family**, which is:

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

d A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged as a result of a formally recognized disaster under the federal, state, local disaster relief laws and/or policies.

e A remaining member of a tenant family.

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

2 Income limitations

To be eligible, the family must be either:

a A very low income family, which is set at 50% of median income for the area as determined by HUD and published in the Federal Regulations; or,

b A low income family, which is set at 80% of median income for the area as determined by HUD and published annually in the Federal Register, in any of the following categories:

1 A low income family that is “continuously assisted”, as defined, under the 1937 Housing Act;

2 A low income family physically displaced by rental rehabilitation activity under 24 CFR part 511;

3 A low income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Home- ownership of Multifamily Units) Program;

4 A low income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173;

5 A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

c Applicable Income Limits

The Housing Authority determines whether the family is income eligible by comparing the family’s annual income gross income) with the HUD-established very low-income limit or low-income

limit for the area. The current income limits are contained in Appendix B.

- 1 Income limits are applied only at the time of admission. A participant family is not to be considered ineligible if their income exceeds the income limits after the family has been admitted to the Authority's Section 8 Rental Assistance program. However, as income rises the assistance will decrease.
- 2 There is no minimum requirement under the Section 8 Rental Assistance Program; families with no income are eligible for assistance in accordance with other requirements described within this Plan.
- 3 The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family size) for areas in the Authority jurisdiction.
- 4 The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program.
- 5 The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 - a Families who are moving into SCCHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
 - b Families who are moving into SCCHA's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the SCCHA program.

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

Family Eligibility for Assistance:

- a A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.
- c A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

4 Social Security Number Requirement

- a To be eligible, families are required to provide Social Security numbers for all family members age six (6) and older prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

All members of the Family must either:

- 1 submit Social Security documentation, or
 - 2 sign a certification that they have not been assigned a Social Security number. If the individual is under eighteen (18), a parent or guardian must execute the certification.
- b Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of such other evidence of the Social Security Number, such as a State driver's license.
 - c Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided.

- d If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must sign a certification to that effect.
- e New family members age six (6) and over, and family members reaching the age of six during the year, will be required to verify Social Security information at the next scheduled reexamination.
- f Applicants may not become participants until the documentation is provided.

5 Sign Consent Forms

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

C OTHER CRITERIA FOR ASSISTANCE

The Authority may deny an applicant admission to participate in the Section 8 Rental Assistance Program, or with respect to a current participant, may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new Contract, if the applicant or participant:

- 1 Currently owes rent or other amounts to SCCHA or any Housing Authority in connection with any Federal housing program;
- 2 As a previous participant in any Section 8 Rental Assistance Program, has not reimbursed the Housing Authority for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease;
- 3 Has violated any of the following Family obligations:
 - a supplying any certification, release, information or documentation as the Authority determines is necessary, including but not limited to evidence of citizenship or eligible immigration status, the submission of Social Security numbers and verifying documentation, the submission of signed consent forms, or the submissions required for any annual or interim reexaminations;

- b allowing the Authority to inspect the dwelling unit at reasonable times and after reasonable notice (3 days is considered reasonable);
 - c notifying the Authority and owner before vacating a dwelling unit;
 - d using the dwelling unit solely for residence by the Family, and as the Family's principal place of residence; or assigning the Lease of transferring the unit;
- 4 Has committed any of the following acts:
 - a owning or having any interest in the dwelling unit for which assistance is being provided;
 - b engaging in fraud in connection with any Federal Housing Program;
 - c receiving assistance for more than one unit at any given time;
- 5 Has engaged in drug-related criminal activity, as defined, or violent criminal activity, as defined, or illegally use a controlled substance;
 - a Has a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
 - b Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health safety, or right to peaceful enjoyment of the premises by other residents;
- 6 Has breached an agreement with the Authority to repay amounts owed under a previous Section 8 Lease;
- 7 Misrepresents or fraudulently submits information to SCCHA or any other Housing Authority;

- 8 Has engaged in or threatened abusive or violent behavior towards any SCCHA staff or residents;
- 9 Has caused an HQS breach: the family is responsible for any HQS breach caused by the family or its guests;
- 10 Has committed any serious or repeated violation of the lease;
- 11 Has a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- 12 Has a family member with a lifetime registration under a State sex offender registration program (Denied for life);

D SUITABILITY FOR TENANCY

The SCCHA determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The SCCHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, SCCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

E PROHIBITED ADMISSION CRITERIA

- 1 Under the Section 8 Rental Assistance Program, the Owner decides whether the family is suitable for tenancy. The Authority decision to admit an Applicant will not be based on an applicant's suitability for tenancy. However, the Authority may deny assistance to an applicant because of family member(s) participation in Drug-related criminal activity or violent criminal activity, as defined.
- 2 Admission to the program will not be based on where the family will live after admission to the program.
- 3 Admission to the program will not be based on:

- a families members being unwed parents, recipients of public assistance or children born out of wedlock;
- b families with children (familial status discrimination);
- c age, race, color, religion, sex, or national origin;
- d disability; or
- e a family's decision to participate or not participate in the Family Self-Sufficiency program.

F REPAYMENT AGREEMENTS

The Authority, at its discretion, may offer the applicant or participant the opportunity to enter an agreement to pay amounts owed to the Authority or amounts paid to an Owner by the Authority. If the Authority elects to make such an offer, the agreement shall be on terms prescribed by the Authority. The Authority may at any time deny or terminate assistance for breach of such agreement.

V RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

A GENERAL POLICY

This section sets forth the steps that are to be taken in obtaining and verifying information from applicant families for the purposes of determining whether they meet the conditions of eligibility for participation. Initially, unless determined false, application information will be accepted through a certification by the applicant as to its validity.

The application will be taken in two phases:

- 1 A preliminary application (referred to as a pre-application) will be taken initially, and;
- 2 When the applicant name nears the top of the waiting list and funding is expected to be available within the next 90-120 days, the preliminary application will be reviewed.

B RECEIPT OF PRE-APPLICATIONS

SCCHA will utilize a basic pre-application form. The purpose of the pre-application is to make a preliminary eligibility determination and placement on the waiting list.

- 1 Applications are to be accepted from all Families seeking participation in the Program. In addition, all applicants are to be given an opportunity to show they qualify for available preferences.
 - a Any family requesting an application will be given the opportunity to complete one as long as the waiting list is open and SCCHA is taking applications.
 - b If the number of families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Housing Authority may suspend the taking of additional applications. Any closing or re-opening of the waiting list will be publicly advertised.
- 2 Outreach efforts will be made to attract applications from all segments of the eligible population: including white and non-white, elderly and non-elderly, working and welfare, handicapped and non-handicapped. If the response is not representative of the population of the Authority's jurisdiction, outreach efforts will be adjusted accordingly.
- 3 Application can be made for the Section 8 Rental Assistance Program either by applying in person at the Authority office, or by mail. Application will be accepted during regular business hours at

St. Clair County Housing Authority
100 North 48th Street
Belleville, IL 62226

The completed application will be dated and time stamped upon its return to the SCCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the SCCHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf.

- 4 The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply

the information requested on the application and to sign the application, attesting to the information provided.

- 5 By signing the application, all applicants will certify the information provided to be true and complete.
- 6 Incomplete applications will be returned to the applicant and shall not be given an application date until all necessary information has been provided.
- 7 Applicants are responsible for informing SCCHA of changes in family circumstances (including income) and for responding to requests from SCCHA to update pre-applications. Failure to provide information will result in applicant being removed from the waiting list.

C GROUND FOR REFUSAL TO PROCESS PRE-APPLICATIONS

Pre-applications will not be processed for applicants in which the following has been verified.

- 1 If the applicant has committed any fraud in connection with any federal housing assistance program;
- 2 If the applicant has violated any of the family obligations; and
- 3 If the family has breached an agreement with the SCCHA or any other HA to repay amounts owed under a previous Section 8 Lease.

D RIGHT TO INFORMAL REVIEW

An applicant for Section 8 Rental Assistance has the right to an informal review if the applicant is preliminarily determined ineligible for the program and not placed on the waiting list.

Ineligible applicants will be promptly provided with a letter which states their individual status, the reason for ineligibility, and the opportunity for a review of the decision consistent with the terms and conditions of SCCHA's Informal Review Policy. The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any) and any record of any informal hearing and statement of final disposition.

E COMPLETION OF FULL APPLICATION/VERIFICATION OF INFORMATION

- 1 Applicants on the waiting list will be requested to fill out the “Elderly/Family Tenant Application for Continued Occupancy” form when funding is expected to become available within 120 days.
- 2 Verification of full application information provided by the applicant will be verified including information on family composition, income, assets, allowances and deduction, preference status, full time student status, and other factors relating to eligibility before the applicant is issued a certificate or voucher. Verification of information will include but not be limited to the following:
 - a Solicitation from employers, federal and state agencies, and/or social service agencies currently or previously involved with the household;
 - b Access computerized data banks from other federal, state and local agencies as permitted by law; and
 - c Documentation provided by family when necessary.
- 3 Information verifying applicant eligibility must be received no more than sixty (60) days prior to issuance of a certificate or voucher.
- 4 No family shall be admitted until all information has been completely verified, including verification of preferences to determine final eligibility.

F FINAL DETERMINATION OF ELIGIBILITY

- 1 After the verification process is complete, a final determination of eligibility will be made, based on the same factors as preliminary eligibility, but with data that has been verified.
- 2 A voucher will not be issued to applicants until final determination has been made, even though applicant may have been preliminarily determined eligible and may have been listed on the waiting list.
- 3 Right to Informal Review

If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible. The application, together with sufficient information as to the reasons for the determination, is to be maintained in a file of "Ineligible Applications".

- a All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefore. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter.
- b If, after conducting an informal hearing, the Authority upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.
- c The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.
- d The procedures set forth in this section do not preclude any applicant from appealing to HUD if it is felt that the applicant is being denied housing due to unfair discrimination.

VI WAITING LIST ADMINISTRATION

- A SCCHA shall maintain its waiting list on a county wide basis (except East St. Louis). Participants must be selected from the Authority waiting list. An applicant position on the waiting list may change occasionally due to new applicants with higher points or existing applicants with changes. These factors are beyond the control of SCCHA.
- B The waiting list will contain the following information:
 - 1 Applicant name;
 - 2 Family unit size (number of bedrooms for which family qualifies under subsidy standards);
 - 3 Date and time of application;

4 Qualification for preferences (federal, ranking and local); and

5 Racial or ethnic designation of the Head of Household.

C Families will be listed by date and time of application.

D If the Authority has insufficient funding to subsidize the family unit size of the family at the top of the waiting list, the Authority will cease assisting families until sufficient funds are available either through additional funding or through turnover.

E If the number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications.

F Any closing or re-opening of the waiting list will be publicly advertised through a local newspaper of general circulation and also by minority media and other suitable means.

G The pool of active applications will be kept current by performing a "purge" of the waiting list periodically (at least every five years), by requiring all persons on the waiting list to respond to a mailing. Applicants are responsible for responding to requests from SCCHA to update applications. Failure to respond will result in applicant being removed from the waiting list, unless there are circumstances beyond the applicant's control.

H SCCHA will not remove an applicant's name from the waiting list unless:

1 The applicant requests that the name be removed;

2 The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

3 The applicant does not meet either the eligibility or screening criteria for the program.

I RELATIONSHIP WITH PROJECT-BASED PROGRAMS

1 If the Authority's waiting list for the Section 8 Program is open when an applicant is placed on the waiting list for any **Project-**

Based Program, as defined, the applicant will be given the opportunity to apply for the Section 8 Program at that time.

- 2 If the Authority's waiting list for any **Project-Based Program**, as defined, is open when an applicant is placed on the Section 8 waiting list, and if the Project-Based Program includes units suitable for the applicant, the applicant will be given the opportunity to apply for the Project-Based Program at that time.
- 3 The Authority will not take any of the following actions because an applicant has applied for, received or refused any Federal, State or local housing subsidy, including Public Housing:
 - a refuse to list the applicant on the Authority waiting list for the Section 8 Program;
 - b deny any admission preference for which the applicant is currently qualified; or
 - c remove the applicant from the waiting list.

VII SELECTION OF VOUCHER HOLDERS

A GOVERNING CONDITIONS

Families shall be selected according to the date and time of application.

B SELECTION FROM THE WAITING LIST

Federal Preferences have been repealed by HUD; therefore federal preference points will not be granted by SCCHA. Applicants who qualify for a **Local Preference** will be selected from the waiting list in the following order (by application date and time within each category):

- a Jurisdictional - Applicants who live or work in SCCHA's jurisdiction (i.e. all of St. Clair County, excluding the City of East St. Louis) – **10 points**
- b Employment/training/school – 2 points

- c Local Disaster Victim - These preference points shall only be granted when a recognized disaster occurs within SCCHA's jurisdictional boundaries as designated by SCCHA's Executive Director - **4 points**
- d Inter-program transfers - Transfers between public housing, Section 8, and other federally assisted programs/properties owned/operated by SCCHA or other administrative entity due to a need that can not be adequately accommodated within the constraints of the program under which the participant is currently being assisted or other circumstances approved by the SCCHA Executive Director - **7 points**

3 All other applicants.

C Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, SCCHA retains the right to skip higher income families on the waiting to reach extremely low-income families.

- 1 This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the HA will monitor incomes of newly admitted families and the income of the families on the waiting list.
- 2 If there are not enough low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

D NON-DISCRIMINATION

All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability, marital or familial status. No person will be excluded from participation in, or denied the benefits of the program because of membership in a class or group, such as unmarried mothers or recipients of public assistance.

E PROHIBITION OF PREFERENCE FOR DRUG-RELATED CRIMINAL ACTIVITY

The Authority will not give a preference (Federal, ranking or local) to an applicant if any member of the family was evicted from assisted housing because of **drug-related criminal activity or violent criminal activity**, as

defined, during the three years prior to the application date. "Assisted housing" shall mean housing assisted under a 1937 Housing Act program. Preference may be granted if the Authority can clearly determine that any of the following circumstances exist:

- 1 The evicted person has successfully completed a rehabilitation program approved by the Authority.
- 2 The evicted person did not participate in or know about the drug-related criminal activity.
- 3 The evicted person no longer participates in any drug-related criminal activity.

VIII DETERMINATION OF FAMILY INCOME

A To determine annual income, SCCHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, SCCHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Payment.

B ANNUAL INCOME

Annual Income is defined as the anticipated total annual income of an eligible family from all sources for the 12 month period following the date of termination of income, computed in accordance with federal law and HUD regulations. Annual income of the family cannot exceed the applicable income limit for admission, as set forth in Appendix B. Annual income includes, but is not limited to, the following:

- 1 The full amount, before any payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- 2 The net income from the operation of a business or profession or from rental of real or personal property (see limitations under 913.106).
- 3 Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income from such assets or a percentage of the value of the assets based upon

current passbook savings rates, as determined by HUD (see limitations under 913.106.)

- 4 The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump-sum payments for the delayed start of a periodic payment (except for Social Security and SSI).
- 5 Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.
- 6 Periodic and determinable allowance such as alimony, child support payments and regular contributions or gifts received from persons not residing in the dwelling.
- 7 All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.
- 8 Welfare Assistance payments (see 913.106 for calculation).

C ITEMS NOT CONSIDERED AS INCOME

The following shall not be included in the calculation of Annual income:

- 1 Income from the employment of children (including foster children) under 18 years of age;
- 2 Payments received for the care of foster children or foster adults;
- 3 Lump-sum additions to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses.(Note that, except for Social Security and SSI, lump-sum payments for the delayed start of a periodic payment are included in Annual Income);
- 4 Amounts received by the Family for, or in reimbursement of the cost of medical expenses for any Family member;
- 5 Income of a Live-in Aide, as defined;

- 6 Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence;
- 7 The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- 8 The amounts received from the following programs:
 - a Amounts received under training programs funded by HUD;
 - b Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program;
- 9 Temporary, non-recurring or sporadic income (including gifts);
- 10 For all certifications after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11 Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937, and as periodically published in the Federal Register;
- 13 Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

- 14 Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training program not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training program with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- 15 Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
- 16 Adoption assistance payments in excess of \$480 per adopted child;
- 17 Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 18 Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 19 Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 20 Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a The value of the allotment of food stamps
- b Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c Payments received under the Alaska Native Claims Settlement Act
- d Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

- e Payments made under Low-Income Energy Assistance Program
- f Payments received under the Job Training Partnership Act
- g Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i Amounts of scholarship awarded under Title IV including Work-Study
- j Payments received under the Older Americans Act of 1965
- k Payments from Agent Orange Settlement
- l Payments received under the Maine Indian Claims Act
- m The value of child care under the Child Care and Development Block Grant Act of 1990
- n Earned income tax credit refund payments
- o Payments for living expenses under the AmeriCorps Program

IX SUBSIDY STANDARDS

A SUBSIDY STANDARDS

To avoid overcrowding, certificates and vouchers are to be issued in accordance with the Occupancy Standards set forth below:

No. Of Bedrooms	<u>Number of Persons</u>	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

B **OTHER FACTORS**

The following guidelines shall also govern the issuance of and vouchers:

- 1 A bedroom may be expected to be shared by at least two children of the same gender.
2. Units will be viewed as not to require use of the living room for sleeping purposes.
- 3 As much as possible, to avoid future overcrowding, every attempt should be made to anticipate changes in the family size.
- 4 A separate bedroom will be provided for an elderly Dependent residing with a younger family.
- 5 A separate bedroom will be provided for a Family member upon documentation of the need for same by a physician or other qualified professional.
- 6 Every family member, regardless of age, is to be counted as a person. Unborn children and children in pre-custody situations are to be included as family members.
- 7 City and local codes may affect the subsidy standards established in the chart above.

C The family unit size will be determined by the SCCHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be a larger or smaller unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

X **MOVES WITH CONTINUED ASSISTANCE**

- A** Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the HA has terminated the HAP contract.
- B** The HA will issue the family a new voucher if the family does not owe SCCHA or any other HA money, has not violated a Family Obligation, has

not moved or been issued a certificate or voucher with the last 12 month, and if SCCHA has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement is waived.

XI ISSUANCE OF CERTIFICATES AND VOUCHERS

A GENERAL STATEMENT

Beginning October 1, 1999, the SCCHA will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlines in Section XVIII: Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SCCHA will issue the voucher. At this point the family begins their search for a unit.

B ISSUANCE OF ASSISTANCE

If a family is determined by the Authority to be eligible and is selected for participation, it shall be issued a Voucher, signed by the Authority. The verified application, together with all the information related to eligibility, preference rating, etc., is to be maintained in an active file.

- 1 Vouchers will be issued to families on the basis of Unit Size on which the Fair Market Rent is based. They will be issued according to the selection criteria established in Section VII.
- 2 When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to SCCHA.
- 3 SCCHA will schedule an appointment to inspect the selected unit within 15 days after the receipt of inspection request from the family. The 15 day period is suspended during any period the unit is unavailable for inspection.
- 4 Housing Assistance Payments Contracts and Housing Voucher Contracts shall not be issued to the extent that authorization under the

ACC is exceeded. Monitoring of available funding will be done on a regular basis to minimize over-issuing.

C VOUCHER HOLDERS PACKET

At the time a voucher is issued to a family for the first time, the family will be given a packet of information, which shall include, but not be limited to, the following:

- 1 Term of Voucher;
- 2 Policy on Extensions of Vouchers;
- 3 Information regarding how the assistance payment is computed;
- 4 A copy of the Request for Lease Approval form;
- 5 List of owners with available units;
- 6 HUD brochure on how to select a unit - A Good Place to Live;
- 7 SCCHA policy on providing family information to prospective owners;
- 8 HUD required Lease Addendum which states required and prohibited lease provisions;
- 9 Fair housing information and housing discrimination forms;
- 10 Information on lead-based paint poisoning hazards, symptoms and prevention, the availability of blood lead level screening (including its advisability for children under seven years of age) and HUD's requirements for inspecting, testing and abating lead-based paint;
- 11 Information on the Authority's procedures for conducting informal hearings;
- 12 Information on the circumstances under which a family may request an exception to the Authority's subsidy standards.

D BRIEFING OF FAMILIES.

When the Authority issues a Voucher to a family for the first time, it must explain the program to the family and how the program works. This oral briefing must contain at least the following information:

- 1 Family and Owner responsibilities under the lease and contract;
- 2 An explanation of Housing Quality Standards;
- 3 An explanation of Fair Market Rents and Payment Standards;
- 4 An explanation of portability;
- 5 An explanation of the effect on the family's position on the waiting list if the family refuses to accept the type of assistance being offered;
- 6 The general locations and characteristics of the full range of neighborhoods within the Authority's jurisdiction and in which units of suitable price and quality may be found;
- 7 An explanation of the Authority's policy regarding the expiration of vouchers, and the procedure to use to request an extension.

E EXPIRATION AND EXTENSION OF VOUCHERS

- 1 A voucher expires sixty (60) days following the original date of issuance. If the final day falls on a weekend or holiday, the expiration date shall be the next working day.
- 2 On or before the expiration date of the voucher, a family can walk-in or submit, in writing, a request for an extension. The request must state the reasons for needing an extension and the steps that have been taken thus far to locate suitable housing. The decision to approve an extension is to be based on the following:
 - a The effort made by the family to find housing, as verified by a list of properties seen;
 - b The current vacancy rate for rental housing;
 - c The willingness of the family to take additional steps to locate housing and to accept assistance, such as training videos, etc.

- 3 An extension, if approved, cannot exceed an additional sixty (60) days. Extensions for lesser periods may be granted, if it is felt a longer time is not warranted.
- 4 A family must submit a completed Request for Lease Approval form, signed by the Owner, prior to the expiration of the voucher. Once the Request for Lease Approval has been submitted, the time on the voucher stops, or is suspended. If the Authority determines that the Lease cannot be approved for any reason, including the condition not meeting HQS, the family and Owner are to be notified in writing of the reasons, any remedies that are needed, and the deadline by which the remedies must be completed. The family will be given the remaining time on the voucher from when it was suspended.

F INELIGIBLE / ELIGIBLE HOUSING

- 1 The following types of housing cannot be assisted under the Section 8 Tenant –Based Program.
 - a A public housing or Indian housing unit;
 - b A unit receiving project-base assistance under a Section 8 Program;
 - c Nursing homes, board and care home, or facilities providing continual psychiatric, medical or nursing services;
 - d College or other school dormitories;
 - e Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions.
 - f A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
 - g A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.
- 2 SCCHA will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- a Congregate housing
 - b Group homes
 - c Shared housing
 - d Single room occupancy
- 3 SCCHA will approve leases for the following housing types:
- a Single family dwellings
 - b Apartments
 - c Manufactured housing
 - d Manufacture home space rentals

XII RENT AND HOUSING ASSISTANCE PAYMENT

A GENERAL STATEMENT

After October 1, 1999, SCCHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section XVIII for additional guidance)

B RENT REASONABLENESS

- 1 SCCHA will not approve an initial rent or a rent increase in any of the tenant based programs without determining that the rent amount is reasonable.
- 2 Reasonableness is determined prior to the initial lease and at the following times:
 - a Before any increase in rent to owner is approved;
 - b If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

- c If the HA or HUD directs that reasonableness be re-determined.

C COMPARABILITY

- 1 In making a rent reasonableness determination, SCCHA will compare the rent for the unit to the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The HA will consider the location, quality, size, number or bedrooms, age amenities, housing services, maintenance and utilities of the unit and the comparable units.
- 2 The HA will maintain current survey information on rental units in the jurisdiction. The HA will also obtain for landlord associations and management firms the value of the array of amenities.
- 3 The HA will establish minimum base rent amounts for each unit type and bedroom size. To the base the HA will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.
- 4 Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the HA to establish a higher value.
- 5 The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that t the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

D MAXIMUM SUBSIDY

- 1 The Fair Market Rent (FMR) published HUD or the exception payment standard rent (requested by the SCCHA and approved by HUD) determines the maximum subsidy for a family.
- 2 For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

- 3 For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approval by HUD.
- 4 For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.
- 5 For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlines in 24 CFR 982.888.
- 6 Setting the Payment Standard

HUD requires that the payment standard be set by the HA at between 90 and 110% of the FMR. SCCHA will review its determination of the payments standard annually after publication of the FMRs. SCCHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are applying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judges necessary to alleviate these hardships.

SCCHA may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the HA will reduce the payment standard. Payment standards for each bedroom size may increase or decrease while another remains unchanged. SCCHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the HA will conduct a financial feasibility test to ensure that in using the higher standard,

adequate funds will continue to be available to assist families in the program.

7 Selecting the Correct Payment Standard for a Family

a For the voucher tenancy, the payment standard for a family is the lower of

1 The payment standard for the family unit size; or

2 The payment standard for the unit size rented by the family.

b If the unit rented by a family is located in an exception rent area, the HA will use the appropriate payment standard for the exception rent area.

c During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1 The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current to owner; or

2 The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d At the next annual reexamination following a change in family size of composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

e If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payments standard at the next annual reexamination.

f Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the HA may request that

HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The HA may request one such exception payment standard area or many. Exception payments standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payments standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the HA requests and HUD approves a higher exception payments standard rent. If the FMR decrease, the exception payment standard rent authority automatically expires.

E ASSISTANCE AND RENT FORMULAS

- 1 Total Tenant Payment – The total tenant payment is equal to the highest of:
 - a 10% of monthly income;
 - b 30% of adjusted monthly income;
 - c Minimum rent; or
 - d The welfare rent;
 - e Plus any rent above the payment standard.

2 Minimum Rent

SCCHA has set the minimum rent as \$50. However, if the family requests a hardship exemption, the HA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the HA can determine whether hardship exists and whether the hardship is of a temporary or long term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

A hardship exists when the family would be evicted as a result of the imposition of the minimum requirement.

- a No hardship. If the HA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the HA for the time of suspension.
- b Temporary hardship. If the HA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The HA will offer a reasonable repayment agreement for any minimum rent back payment paid by the HA on the family's behalf during the period of suspension.
- c Long-term hardship. If the HA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- d Appeals. The family may use the informal hearing procedure to appeal the HA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures

3 Section 8 Merged Vouchers

- a The payment standard is set by the HA between 90% and 110% of the FMR or higher or lower with HUD approval.
- b The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
- c No participant when initially receiving tenant based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

4 Manufactured Home Space Rental: Section 8 Vouchers

- a The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

- b The space rent is the sum of the following as determined by the HA:
 - 1 Rent to the owner for the manufactured home space;
 - 2 Owner maintenance and management charges for the space; and
 - 3 Utility allowance for tenant paid utilities.
- c The participant pays the rent to owner less the HAP.
- d HAP equals the lesser of:
 - 1 The payment standard minus the total tenant payment; or
 - 2 The rent paid for rental of the real property on which the manufactured home owned by the family is located.

XIII INSPECTION OF UNITS

A GENERAL STATEMENT

SCCHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

SCCHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice (Reasonable notice will be considered as 3 days). The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, if the family must call and reschedule the inspection or make arrangements to enable the HA to enter the unit and complete the inspection.

If the family misses the scheduled inspection, SCCHA will only schedule one more inspection. If the family misses two inspections, SCCHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

B TYPE OF INSPECTIONS

There are seven types of inspection SCCHA will perform:

- 1 Initial Inspection – An inspection that must take place to insure that the unit passes HWS before assistance can begin.
- 2 Annual Inspection – An inspection to determine that the unit continues to meet HQS.
- 3 Complaint Inspection – An inspection caused by the Authority receiving a complaint on the unit by anyone.
- 4 Special Inspection – An inspection cause by a third party, i.e. HUD, needing to view the unit.
- 5 Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- 6 Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- 7 Quality Control Inspection – Supervisory inspection on at least 5% of the total number of units that were under lease during the HA's previous fiscal year.

C PROCESS FOR INSPECTIONS

- 1 When a family finds a Unit it wants to rent, and the Owner has agreed to participate in the Program, the family shall submit to the Authority a Request for Lease Approval, signed by the Owner and the Head of Household.
- 2 Before approving a Lease, the Authority shall inspect the unit for compliance with the Authority's Housing Quality Standards (HQS). No inspection is to be done before the unit is vacant and ready to rent to the family.
- 3 Following the inspection, the Owner is to be notified in writing of all deficiencies needing correction, and that repair must be completed

within no more than thirty (30) days. The family is to receive copies of all correspondence with the Owner.

- 4 When the repairs have been completed, a re-inspection will be done to verify that all the work has been done. No contract is to be executed until the unit passes Housing Quality Standards to the satisfaction of the Authority.
- 5 If the owner fails to complete the repairs as requested, the unit shall not be considered for the program, and the family shall be notified to find a different unit.
- 6 Once the unit is on the program, at least annually the Authority shall conduct an inspection to ensure the unit continues to meet all required Housing Quality Standards. The Owner is to be advised in writing of all deficiencies, and given a limited period of time to make corrections, and that a failure to complete all repairs could result in abatement of assistance payments and/or termination of the HAP contract.
- 7 A record of every inspection and re-inspection is to be prepared and maintained in the files of the Authority. Each report shall specify:
 - a Any defects or deficiencies which must be corrected in order for the unit to meet minimum standards;
 - b Any other defects or deficiencies, to be referred to in the event of a subsequent claim by the Owner.

D HOUSING QUALITY STANDARDS

Housing assisted under this program shall meet the Performance Requirements and Acceptability Criteria, as follows:

- 1 Sanitary Facilities
 - a Performance Requirement: The dwelling unit must include its own sanitary facilities that are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - b Acceptability Criteria: A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present

in the unit in proper operating condition. These facilities shall use an approved public or private disposal system.

2 Food Preparation and Refuse Disposal

- a Performance Requirement: The dwelling must contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
- b Acceptability Criteria: The unit must contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the Owner or Family, and a kitchen sink with hot and cold running water. The sink must drain into an approved public or private system. Adequate space for the storage, preparation and serving of food must be provided.

3 Space and Security

- a Performance Requirement: The dwelling unit must provide the family adequate space and security.
- b Acceptability Criteria: The dwelling unit must contain a living room, kitchen area and a bathroom. The dwelling unit must contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of the opposite sex, other than Head of Household and Spouse or very young children, may not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit must be lockable. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

4 Thermal Environment

- a Performance Requirement: The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
- b Acceptability Criteria: The dwelling unit must contain safe heating or cooling facilities that are in proper operating condition and can provide adequate heat or cooling, or both, to each room in the dwelling unit appropriate for the climate to ensure a healthy living environment. Unvented room heaters that burn gas, oil or kerosene are unacceptable. Electric heaters are acceptable.

5 Illumination and Electricity

- a Performance Requirement: Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. The unit must contain sufficient electrical sources to permit use of essential electrical appliances while ensuring safety from fire.
- b Acceptability Criteria: Living and sleeping rooms must include at least one window. A ceiling or wall type light fixture must be present and working in the bathroom and kitchen areas. At least two electric outlets, one of which may be an overhead light, must be present and operable in the living area, kitchen area and each bedroom area.

6 Structure and Materials

- a Performance Requirement: The dwelling unit must be structurally sound so as not to pose any threat to the health and safety of the occupants and to protect the occupants from the environment.
- b Acceptability Criteria: Ceilings, walls and floors may not have any serious defects, such as severe bulging or leaning, large holes, loose surface materials, severe bulging or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure must be firm and the room must be weather-tight. The exterior wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose

siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways may not present a danger of tripping or falling. Elevators must be maintained in safe and operating condition.

7 Interior Air Quality

- a Performance Requirement: The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
- b Acceptability Criteria: The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation must be adequate throughout the unit. Bathroom areas must have at least one window that can be opened or other adequate exhaust ventilation.

8 Water Supply

- a Performance Requirement: The water supply must be free from contamination.
- b Acceptability Criteria: The unit must be served by an approvable public or private sanitary water supply.

9 Lead Based Paint

- a Purpose and Applicability: To establish procedures to eliminate, as far as practicable, the hazards of lead-based paint poisoning with respect to housing assisted under this program.
- b Defective Paint: In the case of a unit, for a family which includes a child under the age of seven years, which was constructed prior to 1978, the initial and periodic inspections shall include an inspection for defective paint surfaces, as defined. If defective paint surfaces are found, corrective action shall be required to be taken within thirty (30) days of Authority notification to the Owner. When weather conditions prevent the completion of repainting exterior surfaces within the 30-day period, repainting may be delayed, but covering or

removal of the defective paint must be completed within the prescribed period.

- c Chewable Surfaces: In the case of a unit constructed prior to 1978, for a family which includes a child under the age of seven years with an identified EBL condition, the inspection shall include a test for lead-based paint on chewable surfaces, as defined. Testing and corrective action, if necessary, shall be done according to 24 CFR 882.109(I)(4) or 24 CFR 887.251(I)(4).
- d Abatement Without Testing: The Authority may, at its discretion, forego testing and require the Owner to abate all interior and exterior chewable surfaces.
- e Records: The Authority shall keep a copy of each inspection report for at least three years. If a unit requires testing or subsequent treatment of chewable surfaces, the Authority shall keep the test results and any Owner certifications indefinitely.

10 Access

- a Performance Requirement: The dwelling unit must be able to be used and maintained without unauthorized use of other private properties, and the building must provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).
- b Acceptability Criteria: Same as Performance Requirement.

11 Site and Neighborhood

- a Performance Requirement: The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.
- b Acceptability Criteria: The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust;

excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

12 Smoke Detectors.

- a Performance Requirement: Each dwelling unit must include at least one battery-operated or hard-wired smoke detector in proper working condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.
- b Acceptability Criteria: The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing-impaired person, in which case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector installed in the hallway.

13 Sanitary Condition

- a Performance Requirement: The dwelling unit and its equipment must be in sanitary condition.
- b Acceptability Criteria: The dwelling unit and its equipment must be free of vermin and rodent infestation.

XIV OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

A GENERAL STATEMENT

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless SCCHA has performed a move-out inspection. It is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- 1 In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus the security deposit that should have been collected under the lease.
- 2 In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- 3 No damage claims will be paid under either program effective on or after October 2, 1995.

B OWNER CLAIMS FOR PRE-OCTOBER 2, 1995 UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

- 1 Owners claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted.
 - a No claim will be paid for normal wear and tear.
 - b Unpaid utility bills are not an eligible item.
 - c Actual bills and receipts for repairs, material, and labor must support claims for damages.
 - d Owners can claim unpaid rent owed by the tenant; this shall not exceed three month's rent owed by the tenant.
- 2 SCCHA will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay SCCHA to remain eligible for the Section 8 Program.
- 3 In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify SCCHA immediately upon learning of the vacancy

or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

- 4 All claims and supporting documentation under this Section must be submitted to SCCHA within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

XV THE LEASE AND CONTRACT

A LEASE APPROVAL

If the Authority determines that a unit, which an eligible family wishes to lease, meets minimum (HQS) standards, that the rent is approvable, that the family's share of rent does not exceed 40% of their monthly adjusted income, and that the proposed Lease complies with the requirements, the Authority will approve the Lease and shall notify the Owner and the family of its determination.

B DISAPPROVAL OF OWNERS

SCCHA will not approve a unit if notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

- 1 SCCHA will not approve a unit when directed by HUD if
 - a Federal action is pending on government-instituted administrative or judicial action against owner for a Fair Housing or other federal equal opportunity requirement violation, or
 - b A court or administrative agency has determined that the owner violated Fair Housing or other federal equal opportunity requirements.
- 2 SCCHA may deny approval to lease a unit from an owner for any of the following reasons:
 - a Owner violated owner obligation of a Section 8 HAP contract;

- b Owner has committed fraud, bribery or any other corrupt or criminal act involving any federal housing program;
- c Owner has a history or practice of noncompliance with HQS for tenant-based programs, or housing standards for project-based programs under any federal housing program;
- d The owner has not paid State or local real estate taxes, fines, or assessments;
- e The owner refuse (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the
 - 1 premises by tenants, SCCHA employees or owner employees; or
 - 2 residences by neighbors;
- f Other conflicts of interest under Federal, State, or local law.
- g The owner has engaged in drug-related criminal activity or any other violent criminal activity.
- h If the owner is the parent, child, grandparent, grandchild, sister, brother or any member of the family unless SCCHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

C EXECUTION OF LEASE AND CONTRACT

Following approval of the Lease, the appropriate parties shall execute the Housing Assistance Payments Contract and Lease Agreement. A copy of the approval notification shall be maintained in the Authority's files, together with the original Request for Lease Approval, the inspection report(s), the Rent Reasonableness certification (certificates only) the approved Lease, and the executed Contract.

D DISAPPROVAL OF LEASE

- 1 If the Authority determines that the Lease cannot be approved for any reason, including for HQS violations, the Authority shall so notify the Owner and the family and of the conditions under which the Lease can be approved.
- 2 If the family has a certificate (not a voucher), and the reason for disapproving the Lease is related to the rent being requested, the Authority will work with the family and the Owner in an attempt to negotiate a reasonable rent before a final decision is made to disapprove the Lease.
- 3 A copy of the notification of the disapproval of the Lease shall be maintained in the Authority's files, together with the original Request for Lease Approval and the inspection report(s).

E PAYMENTS TO OWNERS

Housing Assistance Payments are disbursed by the Authority Accounting Department. Payments are issued on or between the first (1st) and tenth (10th) of each month, depending upon receipt of funds from HUD Regional Office. The HA pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge SCCHA a late payment, agreed to in the Contact and in accordance with generally accepted practices in SCCHA jurisdiction.

F SECURITY DEPOSITS

- 1 At the time of the initial execution of the Lease, the maximum Security Deposit shall not be in excess of the following:
 - a the contract rent, or
 - b amounts charged by owner to unassisted tenants.
- 2 Subject to State and local law and in accordance with the Lease, the Owner may use the Security Deposit as reimbursement for any unpaid rent payable by the family, damages, or for other amounts the family owes under the Lease. The Owner shall give the family a written list of all items charged against the Security Deposit, and shall promptly refund the balance to the family.

- 3 If the Security Deposit is not sufficient to cover amount the family owes under the lease, the owner may seek to collect the balance from the tenant.

G TERM OF THE LEASE AND CONTRACT

- 1 The term of the Lease shall begin on a date stated in the Lease and continue indefinitely until one of the following occurs:
 - a the Owner terminates the Lease;
 - b the family terminates the Lease;
 - c both parties mutually agree to terminate the Lease; or
 - d the Contract is terminated by the Authority.

The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

- 2 The term of the Lease shall begin at least one year prior to the end of the remaining term of the ACC. The Lease and Contract shall end upon termination of the ACC.
- 3 The term of the Contract shall begin on the first day of the term of the Lease, and shall end on the last day of the term of the Lease.

H ABSENCE FROM THE UNIT

Absence means that no member of the family is residing in the unit. The family may not be absent from the unit for more than thirty (30) consecutive days for any reason. Families will be required to report any expected absences due to hospitalizations, nursing home placements, or vacations. If the family is absent from the unit longer than the 30 (thirty) day maximum, housing assistance payments, housing contract and the lease terminate; however the family has the right to an informal hearing before termination (Appendix F).

The Housing Authority will document verification of absence or occupancy by use of doctor's statements, home visits, mailings to the family at the unit, utility verifications, and/or questions to neighbors and landlord or other information deemed necessary for verification.

The family may request permission from SCCHA for absences exceeding 30 days. The HA will respond in writing; however, an authorized absence may not exceed 180 days.

I FAMILY BREAK-UPS

In the event of a family break-up due to separation, divorce or other incidents that may cause families to break-up, the assistance will remain with family members remaining in the original assisted unit. If a court determines disposition, the Housing Authority is bound by the court's decision of which family members continue to receive assistance in the program.

J LEASE TERMINATION

- 1 The Owner shall not terminate the Lease except for:
 - a serious or repeated violation of the terms and conditions of the Lease; or
 - b violation of federal, state or local law which imposes obligations on the tenant in connection with the occupancy or use of the unit and surrounding premises;
 - c criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
 - d any drug-related criminal activity on or near the premises; or
 - e other good cause - however, during the first year of the term of the Lease, the Owner may not terminate for other good cause unless the termination is based on malfeasance or nonfeasance of the family.
- 1 The owner may only evict the tenant by instituting court action.
- 2 The owner must give SCCHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

- f The owner may terminate the contract at the end of the lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

- 2 The Owner may offer the family a new lease after approval by the Authority for a term beginning any time after the first year of the term of the original Lease. The Owner shall give the family sixty (60) days notice before the proposed starting date of the new Lease. An Owner desiring continued participation with the family under the Program may make such an offer of a new Lease no more than once within any twelve-month period.

- 3 The Lease shall permit the family to terminate the Lease, without cause, at any time after the first year of the term of the Lease, with not more than sixty (60) days notice to the Owner, with a copy to the Authority.

- 4 The Authority will acknowledge and accept mutual rescission of the Lease when so agreed by the family and the Owner. Termination of tenancy by the family without agreement by the Owner, except as otherwise provided for in this Section or by State or local law, shall constitute a program and Lease violation.

- 5 "Other good cause" may include, but is not limited to, the following:
 - a Failure of the family to accept the offer of a new Lease;
 - b Inappropriate behavior by one or more members of the family resulting in disturbing neighbors or destroying property;
 - c Criminal activity by family members involving physical violence to persons or property;
 - d The Owner's desire to utilize the property for personal use; or
 - e A business or economic reason, such as the sale or renovation of the property, or the desire to rent the unit at a higher rent than the program will allow.

- 6 Proper notice of termination shall be in accordance with the following:

- a The Owner must comply with all applicable state and local laws in serving notice of termination with cause.
 - b The Owner is not required to obtain Authority approval to terminate tenancy. However, the Owner is required to simultaneously provide a copy of any such notices to the Authority.
- 7 Notice of mutual rescission of the Lease, or termination of the Lease by the family, shall be in writing, signed by the appropriate parties and delivered to the Authority thirty (30) days prior to the day on which the rent is to be paid.
- 8 If the unit is sold or interest in the property is otherwise transferred or assigned, the new Owner or Assignee assumes all provisions of the Lease and Contract. Termination of tenancy may not occur upon sale or transfer of the property, except as provided for in this Section.

K CHANGE OF OWNERSHIP

SCCHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the HA's rent payment or the address as to where the rent payment should be sent.

In addition, SCCHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- 1 Deed of Trust showing the transfer of title; and
- 2 Tax Identification Number or Social Security Number.

The new owner will be required to execute IRS form W-9. SCCHA may withhold the rent payment until the taxpayer identification number is received.

L TERMINATION OF FAMILY ASSISTANCE

Due to a family's action or failure to act, SCCHA may terminate assistance to participants by refusing to enter into a HAP contract, refusing to approve a lease, terminating the HAP contract, and refusing to process or provide assistance under portability procedures.

- 1 SCCHA may terminate assistance to family for reasons including but not limited to the following:
 - a Family violates any family obligation;
 - b Any member of the family has ever been evicted from public housing;
 - c If the Housing Authority has ever terminated assistance under the Certificate or Voucher program for any member of the family;
 - d If any family member commits drug-related criminal activity, or violent criminal activity;
 - e If the Housing Authority determines that any family member is illegally using a controlled substance;
 - f If the Housing Authority determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - g If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program;
 - h If the family currently owes rent or other amounts to SCCHA or any other Housing Authority in connection with Section 8 or public housing programs;
 - i If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damage to unit or other amounts owed by the family under the lease;
 - j If the family has engaged in or threatened abusive or violent behavior toward HA personnel;
 - k If any household member is subject to a lifetime registration requirement under a State sex offender registration program;
 - l If a family member fails to sign and submit consent forms.

2 Right to Informal Hearing

SCCHA will provide program participants with the opportunity for an informal hearing (See Appendix F) to consider whether certain Housing Authority decisions are in accordance with the law, HUD regulations and Housing Authority Policies.

XVI THE CERTIFICATION PROCESS

A INITIAL CERTIFICATION

Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II-C), **Adjusted Income**, and **Total Tenant Payment**, as defined. SCCHA has established that a minimum \$50.00 Total Tenant Payment (rent before utility allowances) shall apply for the Section 8 program.

B UTILITY REIMBURSEMENT PAYMENTS

If the Utility Allowance is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. This payment is to be made to the family as long as this situation exists. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary.

C ANNUAL REEXAMINATION

To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate Tenant Rent, the eligibility status and the Adjusted Income are to be periodically reexamined and redetermined as follows:

- 1 The reexaminations for all Families are to be conducted at least annually and will normally be scheduled ninety (90) to one hundred twenty (120) days prior to the anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the appointment. The Family will be requested to provide information necessary for recertification prior to the time of the appointment.

- 2 After the Family's eligibility and Income have been determined, the monthly payment or subsidy shall be adjusted according to procedures stated in this Section.
- 3 Determinations of eligibility and changes in the monthly payment or subsidy may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.
- 4 If continued eligibility cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the family will be notified in writing of its ineligibility and of the date Housing Assistance Payments will cease.
- 5 If a Family has either added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

D SPECIAL REEXAMINATION

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the SCCHA may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

E ESTABLISHING RENTS BETWEEN ANNUAL REEXAMINATIONS (Interims)

- 1 The Total Tenant Payment, Tenant Rent and Housing Subsidy will remain in effect for the period between regularly scheduled reexaminations except when there are changes in Family composition or Adjusted Income, as specified in this Section.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such

request the SCCHA will take timely action to process the interim reexamination and recalculate the family share.

- 2 The following changes must be reported within ten (10) days:
 - a A member has been added to the family through adoption or court awarded custody;
 - b A household member is leaving or has left the family unit; or
 - c A family break-up.

These changes will trigger an interim reexamination.

- 3 Effective date of Rent Changes due to Interim or Special Reexaminations
 - a Increases in Tenant Rent between periodic reexaminations are to be made effective the first day of the second month following the month in which the change in circumstances occurred.
 - b Decreases in Tenant Rent between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances occurred.
 - c If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

F MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SCCGA taking action to terminate the family's assistance.

G ADJUSTMENT OF UTILITY ALLOWANCE

- 1 At least annually, and at such other times as deemed appropriate, the Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances.
- 2 If the Authority determines that an adjustment should be made, the Authority shall establish a schedule of adjustments, taking into account the size and type of Dwelling Units and other pertinent factors.
- 3 The Authority shall determine the adjustments to be made in the amounts of rent to be paid by affected families and the amounts of HAP payments to be paid to the Owners and shall notify the families and Owners accordingly.
- 4 The Utility Allowance Schedule is shown in Appendix E.

H REEXAMINATION PROCEDURES

- 1 The Head of Family is required to complete an Application for Continued Occupancy form and whatever other forms as may be necessary, prior to the reexamination, and to supply such information as required to determine family composition and Annual Income.
- 2 At least thirty (30) days prior to the Anniversary date of the Lease or the effective date of any changes in monthly payments, the Family is to be notified in writing concerning their eligibility status, and if ineligible the date assistance payments will be terminated, any changes in monthly payments, any change in size of Certificate or Voucher, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.
- 3 Upon determination by the Authority that data supplied at any time by the Family was misrepresented, or if the family failed to report changes in income and/or family composition, the Authority may terminate assistance, adjust the Tenant Rent and/or collect from the family the difference between the assistance paid and the assistance that should have been paid.
- 4 Failure to Report Income Changes with Extenuating Circumstances

The Director of Programs & Leasing may allow a Family who fails to report income changes to enter into a Repayment Agreement under the following circumstances:

- a The failure to report income changes was not an intentional misrepresentation of income;
- b The family does not have the funds available to repay the debt; and,
- c The debt is greater than the Family's gross monthly income.

5 Repayment Agreement terms

All repayment agreements shall be in writing according to the following terms:

- a Minimum monthly payments shall be 1/12th of the amount owed, or \$25.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payment shall not exceed fifty (50%) percent of the Family's' Gross Monthly Income.
- b Repayment Agreements shall be due and payable per the same terms and conditions as apply to the payment of Tenant Rent.
- c Failure to make payments as agreed may result in termination of the family's assistance.

6 Damage Claim From a Prior Tenancy

Families who owe the Authority moneys resulting from a damage claim filed by a former owner will be given the opportunity to enter into a Repayment Agreement if there are no other outstanding debts with any Authority.

XVII MOBILITY AND PORTABILITY

A GENERAL POLICY

- 1 It will be the general policy of the Authority to provide families with the broadest possible geographical choice of units, both within and outside the Authority's jurisdiction.

In this regard, the Authority will cooperate with other Authorities in developing voluntary arrangements for families wishing to move between jurisdictions, such as the following:

- a Developing administrative arrangements with other Authorities so as to not restrict the ability of Voucher holders to look for housing in a wide geographical area;
 - b When financially and administratively feasible, to cooperate with other Authorities by issuing a Voucher to a participant family moving from another jurisdiction.
- 2 If funding is available under the consolidated ACC for SCCHA's Voucher Program when the portable family is received, SCCHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for SCCHA's tenant-based program.
 - 3 A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of SCCHA at the time the family first submits its application for participation in the program to SCCHA may lease a unit anywhere in the jurisdiction of SCCHA or outside SCCHA jurisdiction as long as there is another entity operating a tenant based Section 8 program covering the location of the proposed unit.
 - 4 If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of SCCHA at the time of its application, the family will not have any right to lease a unit outside of SCCHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of SCCHA.
 - 5 Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances would SCCHA allow a participant to improperly break a lease.
 - a Under extraordinary circumstances SCCHA may consider allowing more than one move in a 12-month period.

- b If a family has moved out of their assisted unit in violation of the lease, SCCCHA will not issue a voucher, and will terminate assistance in compliance with grounds of termination of the lease and contract.
- 6 Families may only move to a jurisdiction where a Section 8 Program is being administered.
 - a When a family utilizes portability to move to an area outside the Initial Housing Authority's jurisdiction, another HA must administer assistance for the family if that HA has a tenant based program covering the area where the unit is located.
 - b A HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher . If there is more than one such HA, the Initial Housing Authority may choose which HA shall become the Receiving Housing Authority.

B INCOME ELIGIBILITY

1 Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

- 2 If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

C RESPONSIBILITIES OF THE INITIAL (ISSUING) AUTHORITY

- 1 To manage the programs in a manner which will ensure it has the financial ability to provide continued housing assistance for families moving between jurisdictions;
- 2 To notify the receiving Authority of an impending move, and to verify to the receiving Authority that the family met the eligibility requirements for admission to the program and was issued a Voucher, and the deadline for submission of a Request for Lease Approval;

- 3 To reimburse the receiving Authority for the amount of HAP payments made on behalf of the family, unless the receiving Authority elects to issue it's own Certificate or Voucher;
- 4 To reimburse the receiving Authority 80% of the Administrative fee while the family is under contract in the receiving Authority's jurisdiction;
- 5 To brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
- 6 SCCHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
- 7 SCCHA will advise the family how to contact and request assistance from the Receiving HA.
- 8 SCCHA will mail to the Receiving HA the most recent HUD Form 50058 (Family Report) for the family and related verification information.

D RESPONSIBILITIES OF THE RECEIVING AUTHORITY

- 1 To provide assistance for a family moving from another Authority by either administering or absorbing.
 - a If administering, the receiving Housing Authority must issue a portable Voucher with the original Voucher issue and expiration dates.
 - b If absorbing, the receiving Housing Authority must issue its own voucher and return the Initial Housing Authority it's voucher.
- 2 To promptly inform the initial Housing Authority if absorbing or billing.
- 3 To determine the family unit size based on the subsidy standards of the receiving Housing Authority.
- 4 To determine whether the initial Housing Authority has verified citizenship/eligible immigrant status.

- 5 To immediately notify the initial Authority if the family fails to submit a Request for Lease Approval by the deadline specified by the initial Authority.
- 6 To promptly notify the initial Housing Authority if the family has leased an eligible unit under the program.
- 7 To perform all of the functions normally associated with providing assistance such as Lease approval, annual recertification of income and unit inspections.
- 8 Unless assistance is provided through the Authority's allocation, to bill the initial Authority for 80% of the Administrative fee.
- 9 To make HAP payments to the Owner on behalf of the family and, unless assistance is provided through the Authority's allocation, to bill the initial Authority for those payments.
- 10 To immediately notify the initial Authority if the family terminates from the receiving Authority's program.

XVIII TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A NEW HAP CONTRACTS

On and after October 1, 1999, the SCCHA will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B VOUCHER TENANCY

If the SCCHA had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C REGULAR CERTIFICATE TENANCY

The SCCHA will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the Hap Contract for such tenancy terminates automatically. The SCCHA will give at least 120 days written notice of such termination to the family and the owner, and the SCCHA will offer the family the opportunity for continued tenant based assistance under the voucher program. The SCCHA may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

XIX QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, SCCHA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

This policy applies in its entirety to applicants and participants in the Section 8 Rental Assistance Program administered by the St. Clair County Housing Authority (SCCHA). The provisions of this administrative plan apply to the Section 8 Certificate, Voucher, and Moderate Rehabilitation Programs to the extent allowed by the governing federal regulations. The federal regulations shall prevail if any provision of this plan conflicts with the federal regulations.

APPENDIX A - Glossary

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

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

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

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

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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

Department: The Department of Housing and Urban Development.

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

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

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

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

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent

privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - (1) is expected to be of long-continued and indefinite duration,
 - (2) substantially impedes his or her ability to live independently, and
 - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;

- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

APPENDIX B

**SECTION 8 and PUBLIC HOUSING
INCOME LIMITS**

Effective May 1999

<u>Persons in Household</u>	<u>Very Low Income</u>	<u>Lower Income</u>
1	\$16,850	\$26,950
2	19,250	30,800
3	21,650	34,650
4	24,050	38,500
5	25,950	41,550
6	27,900	44,650
7	29,800	47,700
8	31,750	50,800

APPENDIX C

SECTION 8 CERTIFICATE PROGRAM
FAIR MARKET RENTS

Unit Size	Fair Market Rent
0 Bedroom	\$ 317
1 Bedroom	\$ 386
2 Bedroom	\$ 501
3 Bedroom	\$ 652
4 Bedroom	\$ 721
5 Bedroom	\$ 829

APPENDIX D

**SECTION 8 VOUCHER PROGRAM
PAYMENT STANDARDS**
Effective March 1, 2000

Unit Size	Payment Standard
0 Bedroom	\$ 307
1 Bedroom	\$ 373
2 Bedroom	\$ 485
3 Bedroom	\$ 631
4 Bedroom	\$ 697
5 Bedroom	\$ 802

APPENDIX E

Section 8 Allowances for Tenant-Furnished Utilities and Other Service

Utility or Services

Monthly Dollar Allowances

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
Heating						
a. Natural Gas	38	44	54	65	76	87
b. Bottle Gas	30	35	45	50	60	69
c. Oil	30	35	45	50	60	69
d. Electric	50	66	85	100	125	144
Other : Electric, Lighting, Refrigeration, Etc.						
Water	10	10	11	12	13	15
Sewer (Standard)	9	9	11	14	14	16
Sewer (Am. Bottom)	8	8	10	12	14	16
Range	3	3	5	6	6	7
Refrigerator	5	5	7	7	7	8

APPENDIX F

PROCEDURES FOR INFORMAL REVIEWS AND INFORMAL HEARINGS

A GENERAL STATEMENT

No applicant has a right or entitlement to be listed on the Section 8 Rental Assistance waiting list, to any particular position on the waiting list, or to admission to the Program. However, all applicants have the right to bring a judicial action challenging an Authority decision as being a violation of a constitutional or statutory requirement.

B INFORMAL REVIEWS (APPLICANTS)

- 1 An applicant for Section 8 Rental Assistance has the right to an informal review in the following circumstances:
 - a The applicant was found ineligible for the Program and not placed on the waiting list;
 - b The applicant was removed from the waiting list for failing to following the requirements;
 - c The applicant was refused either a Certificate or Voucher; or
 - d The applicant was denied a preference (federal, ranking or local).
- 2 An applicant for Section 8 Rental Assistance does not have the right to an informal review in the following circumstances:
 - a To review discretionary administrative determinations by the Authority or to consider general policy issues or class grievances;
 - b To review the Authority's determination of the number of bedrooms entered on the Certificate or Voucher;
 - c To review the Authority's determination that a unit does not comply with HQS requirements;
 - d To review the Authority's determination not to approve a Lease for a unit which does not comply with HQS or rent reasonableness requirements;
 - e To review the Authority's determination not to approve an extension or suspension of a certificate or voucher term; or
 - f To review the Authority's determination that the unit is not in accordance with HQS because of family size or composition.
- 3 The Applicant has the right to examine and to receive copies of (at his or her expense) any information related to the decision to deny assistance.

- 4 The informal review must be requested in writing by the Applicant within ten (10) days of the Authority's notification of the action. The written request must contain the following:
 - a The action or actions taken by the Authority for which the review is requested;
 - b The reason(s) why the Applicant feels the action(s) was (were) improper or incorrect;
 - c Whether the Applicant wishes to have a pre-review meeting with the Authority to present oral objections to the decision. If the Applicant does not specifically indicate the desire for a personal meeting, the Authority shall assume that such a meeting is not being requested.
- 5 The informal review shall be conducted as follows:
 - a Except for matters relating to the denial of a preference, the informal review shall be presided over by a person designated by the Authority who did not make or approve the decision to deny assistance, or who is not a subordinate of such a person.
 - b The informal review will be scheduled within ten (10) days of the receipt of the Applicant's request. The Applicant shall be notified in writing of the date, time and place of the review.
 - c The Applicant shall have the opportunity to present oral and written evidence at the review. A maximum of three witnesses will be allowed to present evidence on behalf of the Applicant.
- 6 Following the informal review, the Applicant shall be notified in writing of the decision of the Authority. The decision will be mailed to the Applicant within ten (10) days following the date of the review.
- 7 Any correspondence by the Authority to an Applicant that communicates a decision which is subject to an informal review shall contain a statement that such a right for an informal review is available and the procedures for exercising his right.

C INFORMAL HEARINGS (PARTICIPANTS)

- 1 A participant, as defined, has the right to request an informal hearing solely for the purpose of determining whether or not a decision to terminate assistance was in compliance with HUD regulations and Authority policies.
- 2 Any notification to a participant that terminates assistance will be in writing, and will contain a statement that the participant has the right to request an Informal hearing and the deadline for requesting it.
- 3 The request for an informal hearing must be in writing and must be received by the Authority within ten (10) days of the date of the notification of termination.

- 4 The participant has the right to examine and to receive copies of (at his or her expense) any information related to the decision to terminate assistance.
- 5 The informal hearing will be conducted as follows:
 - a The Authority will schedule the informal hearing at a mutually convenient time provided that the informal hearing must occur within thirty (30) days of the Authority's receipt of the participant's request.
 - b The informal hearing shall be presided over by a person designated by the Authority who did not make or approve the decision to terminate assistance, or who is not a subordinate of such a person.
 - c The participant may retain legal counsel or another representative at his or her own expense. A maximum of three witnesses may be called by each side.
- 6 At the informal hearing, the participant will be given an opportunity to examine evidence and question witnesses, as well as present testimony and evidence in his or her favor. Evidence will be considered without regard to admissibility under rules of evidence applicable to judicial proceedings.
- 7 During the informal hearing, the Hearing Officer may participate in questioning witnesses and may take steps, as necessary, to ensure the hearing is conducted in a civil manner. The Hearing Officer may also recess or continue the proceedings as necessary to ensure that all pertinent information is presented, while considering the need to reach a decision expeditiously.
- 8 Failure of the participant to appear at the hearing, without giving prior notice, shall constitute a waiver of the participant's right to an informal hearing, and shall result in a decision to uphold the decision terminating assistance.
- 9 The Authority will notify the Participant, in writing, of its decision within ten (10) days of the conclusion of the informal hearing. The notification will include the state the regulatory and/or other grounds for making the decision.

C WHEN A HEARING IS NOT REQUIRED

St. Clair County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Authority.
2. General policy issues or class grievances.
3. Establishment of the Housing Authority's schedule of utility allowances for families in the program.
4. A Housing Authority's determination not to approve an extension or suspension of a certificate or voucher term.

5. A Housing Authority determination not to approve a unit or lease.
6. A Housing Authority determination that an assisted unit is not in compliance with HQS. (However, SCCHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

D DENIALS OR TERMINATIONS RELATED TO DRUG-RELATED CRIMINAL ACTIVITY OR VIOLENT CRIMINAL ACTIVITY

1 Assistance may be denied or terminated based on drug-related criminal activity if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether or not the family member has been arrested or convicted.

2 Discretion shall be used in considering all of the circumstances in each case, including the seriousness of the offense, the extent of participation by family members, and the effect that denial or termination of assistance would have on family members not involved in the criminal activity. Remaining members of the family may be permitted, in certain cases, to continue receiving assistance under the condition that family members who it has been determined engaged in the criminal activity will not reside in unit. Also, a family member who has engaged in the use of drugs may to submit evidence of successful completion of a treatment condition of continued assistance. the be required program as a

E. EFFECT OF THE DECISION

The Housing authority is not bound by a hearing decision:

- a. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the St. Clair County Housing Authority determines that it is not bound by a hearing decision, SCCHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

ST. CLAIR COUNTY HOUSING AUTHORITY ADMINISTRATIVE PLAN

I GENERAL PROVISIONS OF THE ADMINISTRATIVE PLAN

A PURPOSE

- 1 To provide a standard policy which will enable the Housing Authority (HA) staff to administer the Section 8 Rental Assistance Program consistently and fairly.
- 2 To provide a basis for HA decisions to Housing Authority clients, owners and the public.
- 3 To address questions which are beyond the scope of the Federal regulations.
- 4 To provide an ongoing training document for both experienced and newly hired staff.

B AMENDMENT

The Administrative Plan can only be amended by the Board of Commissioners of the St. Clair County Housing Authority (SCCHA).

C NON-DISCRIMINATION

It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Rental Assistance Program on the grounds of color, sex, religion, national or ethnic origin, family or marital status, sexual preference, handicap or disability.

D RULES AND REGULATIONS

All issues related to tenants and participants of the Section 8 Rental Assistance Program are governed by Title 24, Parts 700-1699 of the Code of Federal Regulations. In addition, various HUD handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this Administrative Plan conflicts with the Federal Regulations, the Federal Regulations shall prevail.

E DEFINITIONS

Definitions for words or terms that have unique or special meaning for program purposes as used in this administrative plan are defined in Appendix A.

II EQUAL OPPORTUNITY

A FAIR HOUSING

It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the St. Clair County Housing Authority housing programs.

- 1 To further its commitment to full compliance with applicable Civil Rights laws, SCCHA will provide Federal/State/local information to applicants and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the St. Clair County Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
- 2 SCCHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The St. Clair County Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

B REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SCCHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the

program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, SCCHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1 All decisions granting or denying a request for reasonable accommodations will be in writing.

2 For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

3 SCCHA retains the right to show how the requested accommodation enables the individual to access or use the HA's programs or services.

4 If more than one accommodation is equally effective in providing access to SCCHA programs and services, then SCCHA retains the right to select the most efficient or economic choice.

5 If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

6 Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

C PRIVACY RIGHTS

1 Applicants will be required to sign the Authorization for the Release of Information/Privacy Act Notice (form HUD-9886) at the time the Authority evaluates their eligibility for housing assistance, and at the time of any initial examination, interim reexamination, or regularly scheduled income reexamination. This consent form must be signed by the head of household and spouse, regardless of age, and by each adult member in the household at the initial examination and each

subsequent reexamination. Failure of the applicant or participant to sign the consent form constitutes grounds for denial of eligibility or termination of assistance.

- 2 The Housing Authority's policy regarding release of information is:
 - a To release information in a manner consistent with the release forms signed by the adult members of the household.
 - b To provide the following information to an owner for screening purposes when a signed release form has been furnished.
 - (1) The family's current and prior address according to HA records.
 - (2) The name and address of the landlord at the family's current and prior address.
 - c To release other information only with a release form signed by the client.

D OUTREACH TO OWNERS

SCCHA will undertake outreach activities directed at potential landlords which includes the following:

- 1 Media usage for information dispersion;
- 2 Staff appearances before area groups composed of rental property owners;
- 3 Disbursement of a quarterly newsletter to participating and potential owners;
- 4 Professional assistance will be sought when necessary to develop program materials such as pamphlets, brochures, newspaper ads, etc.

E REQUIRED POSTINGS

The SCCHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- 1 The Section 8 Administrative Plan;
- 2 Notice of the status of the waiting list (opened or closed);
- 3 Address of all SCCHA offices, office hours, telephone numbers, TDD numbers, and hours of operation;
- 4 Income Limits for Admission;
- 5 Informal Review and Informal Hearing Procedures;
- 6 Fair Housing Poster; and
- 7 Equal Opportunity in Employment Poster.

III SCCHA RESPONSIBILITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

SCCHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and SCCHA Section 8 Administrative Plan.

A SCCHA RESPONSIBILITIES

In administering the program, SCCHA must:

- 1 Publish and disseminate information about the availability and nature of housing assistance under the program;
- 2 Explain the program to owners and families;
- 3 Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
- 4 Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
- 5 Affirmatively further fair housing goals and comply with equal opportunity requirements;
- 6 Make efforts to help disabled persons find satisfactory housing;

- 7 Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
- 8 Determine who can live in the assisted unit at admission and during the family's participation in the program;
- 9 Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- 10 Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
- 11 Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
- 12 Determine the amount of the housing assistance payment for the family;
- 13 Determine the maximum rent to the owner and whether the rent is reasonable;
- 14 Make timely housing assistance payments to an owner in accordance with the HAP contract;
- 15 Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
- 16 Establish and adjust SCCHA utility allowance;
- 17 Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by SCCHA, if the owner defaults (e.g., HQS violation);
- 18 Determine whether to terminate assistance to a participant family for violation of family obligations;
- 19 Conduct informal review of certain SCCHA decisions concerning applicants for participation in the program;

- 20 Conduct informal hearing on certain SCCHA decisions concerning applicants for participation in the program; and
- 21 Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

B OWNER OBLIGATIONS

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. The owner is responsible for:

- 1 Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- 2 Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- 3 Complying with equal opportunity requirements.
- 4 Preparing and furnishing to SCCHA information required under the HAP contract.
- 5 Collecting from the family:
 - a Any security deposit required under the lease.
 - b The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c Any chares for unit damage by the family.
- 6 Enforcing tenant obligations under the lease.
- 7 Paying for utilities and services (unless paid by the family under the lease).

C OBLIGATIONS OF THE PARTICIPANTS

This Section states the obligations of a participant family under the program.

- 1 Supplying required information. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required

evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

- 2 The family must supply and information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- 3 The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
- 4 Any information supplied by the family must be true and complete.
- 5 The family is responsible for any HQS breach caused by the family or its guests.
- 6 The family must allow the HA to inspect the unit at reasonable times and after at least 3 days notice.
- 7 The family may not commit any serious or repeated violation of the lease.
- 8 The family must notify the HA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- 9 The family must promptly give the HA a copy of any owner eviction notice it receives.
- 10 Use and Occupancy of the Unit
 - a The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 - b SCCHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SCCHA of the adoption or court-awarded custody of a child. The family must request approval from the SCCHA to add any other family member as an occupant of the unit. No other person (i.e. no one but members of the assisted family) may reside in the unit (except for a foster child / foster adult or live-in aide as approved by the HA).

- c Members of the household may engage in legal profit making activities in the unit but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements, agreement by the owner, and the affected household member must obtain all appropriate licenses.
 - d The family must not sublease or let the unit.
 - e The family must not assign the lease or transfer the unit.
- 11 The family may not be absent from the unit for more than 30 days. The family must request permission from the HA for absences exceeding 30 days.
 - 12 The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
 - 13 The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
 - 14 The members of the family may not engage in drug-related criminal activity or other violent criminal activity.
 - 15 An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

IV ELIGIBILITY FOR THE SECTION 8 RENTAL ASSISTANCE PROGRAM

A GENERAL STATEMENT

No applicant has a right or entitlement to be listed on the Section 8 Rental Assistance waiting list, to any particular position on the waiting list, or to admission to the Program. However, all applicants have the right to bring a judicial action challenging an Authority decision as being a violation of a constitutional or statutory requirement.

B ELIGIBILITY FOR PARTICIPATION

Eligibility for admission is determined by a combination of statutory requirements, federal regulations, and local policy. An applicant must meet the following criteria to confirm his/her eligibility: qualify as a family, have an income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of Social Security Number, and sign consent authorization documents.

In addition to the eligibility criteria, families must also meet the SCCHA screening criteria in order to be admitted to the Section 8 Program.

1 Eligible Households

The following applicants are eligible for the Section 8 Rental Assistance Program, provided they are at least 18, have been emancipated under state law, or otherwise have the capacity to contract in the State of Illinois. To be eligible, an applicant must qualify as a Family. A family can consist of any of the following described below.

a **Eligible Families**

Two or more persons sharing residency whose income and resources are available to meet the family's needs who are either related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time (not less than one year).

- 1 Children are considered family members if they currently reside, or it can be reasonably anticipated that they will reside, with the family at least six (6) months a year.
- 2 A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
- 3 Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

- 4 There can also be other unrelated persons living in the household, such as foster children, if it is determined the unit will not be overcrowded.
- 5 Persons residing with a Family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility.

b An **elderly family** which is:

- 1 A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- 2 Two or more persons who are at least 62 years of age living together; or
- 3 One or more persons who are at least 62 years of age living with one or more live-in aides.

c A **disabled family**, which is:

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

d A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged as a result of a formally recognized disaster under the federal, state, local disaster relief laws and/or policies.

e A remaining member of a tenant family.

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

2 Income limitations

To be eligible, the family must be either:

a A very low income family, which is set at 50% of median income for the area as determined by HUD and published in the Federal Regulations; or,

b A low income family, which is set at 80% of median income for the area as determined by HUD and published annually in the Federal Register, in any of the following categories:

1 A low income family that is “continuously assisted”, as defined, under the 1937 Housing Act;

2 A low income family physically displaced by rental rehabilitation activity under 24 CFR part 511;

3 A low income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Home- ownership of Multifamily Units) Program;

4 A low income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173;

5 A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

c Applicable Income Limits

The Housing Authority determines whether the family is income eligible by comparing the family’s annual income gross income) with the HUD-established very low-income limit or low-income

limit for the area. The current income limits are contained in Appendix B.

- 1 Income limits are applied only at the time of admission. A participant family is not to be considered ineligible if their income exceeds the income limits after the family has been admitted to the Authority's Section 8 Rental Assistance program. However, as income rises the assistance will decrease.
- 2 There is no minimum requirement under the Section 8 Rental Assistance Program; families with no income are eligible for assistance in accordance with other requirements described within this Plan.
- 3 The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family size) for areas in the Authority jurisdiction.
- 4 The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program.
- 5 The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 - a Families who are moving into SCCHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
 - b Families who are moving into SCCHA's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the SCCHA program.

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

Family Eligibility for Assistance:

- a A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.
- c A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

4 Social Security Number Requirement

- a To be eligible, families are required to provide Social Security numbers for all family members age six (6) and older prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

All members of the Family must either:

- 1 submit Social Security documentation, or
 - 2 sign a certification that they have not been assigned a Social Security number. If the individual is under eighteen (18), a parent or guardian must execute the certification.
- b Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of such other evidence of the Social Security Number, such as a State driver's license.
 - c Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided.

- d If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must sign a certification to that effect.
- e New family members age six (6) and over, and family members reaching the age of six during the year, will be required to verify Social Security information at the next scheduled reexamination.
- f Applicants may not become participants until the documentation is provided.

5 Sign Consent Forms

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

C OTHER CRITERIA FOR ASSISTANCE

The Authority may deny an applicant admission to participate in the Section 8 Rental Assistance Program, or with respect to a current participant, may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new Contract, if the applicant or participant:

- 1 Currently owes rent or other amounts to SCCHA or any Housing Authority in connection with any Federal housing program;
- 2 As a previous participant in any Section 8 Rental Assistance Program, has not reimbursed the Housing Authority for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease;
- 3 Has violated any of the following Family obligations:
 - a supplying any certification, release, information or documentation as the Authority determines is necessary, including but not limited to evidence of citizenship or eligible immigration status, the submission of Social Security numbers and verifying documentation, the submission of signed consent forms, or the submissions required for any annual or interim reexaminations;

- b allowing the Authority to inspect the dwelling unit at reasonable times and after reasonable notice (3 days is considered reasonable);
 - c notifying the Authority and owner before vacating a dwelling unit;
 - d using the dwelling unit solely for residence by the Family, and as the Family's principal place of residence; or assigning the Lease of transferring the unit;
- 4 Has committed any of the following acts:
 - a owning or having any interest in the dwelling unit for which assistance is being provided;
 - b engaging in fraud in connection with any Federal Housing Program;
 - c receiving assistance for more than one unit at any given time;
- 5 Has engaged in drug-related criminal activity, as defined, or violent criminal activity, as defined, or illegally use a controlled substance;
 - a Has a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
 - b Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health safety, or right to peaceful enjoyment of the premises by other residents;
- 6 Has breached an agreement with the Authority to repay amounts owed under a previous Section 8 Lease;
- 7 Misrepresents or fraudulently submits information to SCCHA or any other Housing Authority;

- 8 Has engaged in or threatened abusive or violent behavior towards any SCCHA staff or residents;
- 9 Has caused an HQS breach: the family is responsible for any HQS breach caused by the family or its guests;
- 10 Has committed any serious or repeated violation of the lease;
- 11 Has a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- 12 Has a family member with a lifetime registration under a State sex offender registration program (Denied for life);

D SUITABILITY FOR TENANCY

The SCCHA determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The SCCHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, SCCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

E PROHIBITED ADMISSION CRITERIA

- 1 Under the Section 8 Rental Assistance Program, the Owner decides whether the family is suitable for tenancy. The Authority decision to admit an Applicant will not be based on an applicant's suitability for tenancy. However, the Authority may deny assistance to an applicant because of family member(s) participation in Drug-related criminal activity or violent criminal activity, as defined.
- 2 Admission to the program will not be based on where the family will live after admission to the program.
- 3 Admission to the program will not be based on:

- a families members being unwed parents, recipients of public assistance or children born out of wedlock;
- b families with children (familial status discrimination);
- c age, race, color, religion, sex, or national origin;
- d disability; or
- e a family's decision to participate or not participate in the Family Self-Sufficiency program.

F REPAYMENT AGREEMENTS

The Authority, at its discretion, may offer the applicant or participant the opportunity to enter an agreement to pay amounts owed to the Authority or amounts paid to an Owner by the Authority. If the Authority elects to make such an offer, the agreement shall be on terms prescribed by the Authority. The Authority may at any time deny or terminate assistance for breach of such agreement.

V RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

A GENERAL POLICY

This section sets forth the steps that are to be taken in obtaining and verifying information from applicant families for the purposes of determining whether they meet the conditions of eligibility for participation. Initially, unless determined false, application information will be accepted through a certification by the applicant as to its validity.

The application will be taken in two phases:

- 1 A preliminary application (referred to as a pre-application) will be taken initially, and;
- 2 When the applicant name nears the top of the waiting list and funding is expected to be available within the next 90-120 days, the preliminary application will be reviewed.

B RECEIPT OF PRE-APPLICATIONS

SCCHA will utilize a basic pre-application form. The purpose of the pre-application is to make a preliminary eligibility determination and placement on the waiting list.

- 1 Applications are to be accepted from all Families seeking participation in the Program. In addition, all applicants are to be given an opportunity to show they qualify for available preferences.
 - a Any family requesting an application will be given the opportunity to complete one as long as the waiting list is open and SCCHA is taking applications.
 - b If the number of families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Housing Authority may suspend the taking of additional applications. Any closing or re-opening of the waiting list will be publicly advertised.
- 2 Outreach efforts will be made to attract applications from all segments of the eligible population: including white and non-white, elderly and non-elderly, working and welfare, handicapped and non-handicapped. If the response is not representative of the population of the Authority's jurisdiction, outreach efforts will be adjusted accordingly.
- 3 Application can be made for the Section 8 Rental Assistance Program either by applying in person at the Authority office, or by mail. Application will be accepted during regular business hours at

St. Clair County Housing Authority
100 North 48th Street
Belleville, IL 62226

The completed application will be dated and time stamped upon its return to the SCCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the SCCHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf.

- 4 The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply

the information requested on the application and to sign the application, attesting to the information provided.

- 5 By signing the application, all applicants will certify the information provided to be true and complete.
- 6 Incomplete applications will be returned to the applicant and shall not be given an application date until all necessary information has been provided.
- 7 Applicants are responsible for informing SCCHA of changes in family circumstances (including income) and for responding to requests from SCCHA to update pre-applications. Failure to provide information will result in applicant being removed from the waiting list.

C GROUND FOR REFUSAL TO PROCESS PRE-APPLICATIONS

Pre-applications will not be processed for applicants in which the following has been verified.

- 1 If the applicant has committed any fraud in connection with any federal housing assistance program;
- 2 If the applicant has violated any of the family obligations; and
- 3 If the family has breached an agreement with the SCCHA or any other HA to repay amounts owed under a previous Section 8 Lease.

D RIGHT TO INFORMAL REVIEW

An applicant for Section 8 Rental Assistance has the right to an informal review if the applicant is preliminarily determined ineligible for the program and not placed on the waiting list.

Ineligible applicants will be promptly provided with a letter which states their individual status, the reason for ineligibility, and the opportunity for a review of the decision consistent with the terms and conditions of SCCHA's Informal Review Policy. The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any) and any record of any informal hearing and statement of final disposition.

E COMPLETION OF FULL APPLICATION/VERIFICATION OF INFORMATION

- 1 Applicants on the waiting list will be requested to fill out the “Elderly/Family Tenant Application for Continued Occupancy” form when funding is expected to become available within 120 days.
- 2 Verification of full application information provided by the applicant will be verified including information on family composition, income, assets, allowances and deduction, preference status, full time student status, and other factors relating to eligibility before the applicant is issued a certificate or voucher. Verification of information will include but not be limited to the following:
 - a Solicitation from employers, federal and state agencies, and/or social service agencies currently or previously involved with the household;
 - b Access computerized data banks from other federal, state and local agencies as permitted by law; and
 - c Documentation provided by family when necessary.
- 3 Information verifying applicant eligibility must be received no more than sixty (60) days prior to issuance of a certificate or voucher.
- 4 No family shall be admitted until all information has been completely verified, including verification of preferences to determine final eligibility.

F FINAL DETERMINATION OF ELIGIBILITY

- 1 After the verification process is complete, a final determination of eligibility will be made, based on the same factors as preliminary eligibility, but with data that has been verified.
- 2 A voucher will not be issued to applicants until final determination has been made, even though applicant may have been preliminarily determined eligible and may have been listed on the waiting list.
- 3 Right to Informal Review

If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible. The application, together with sufficient information as to the reasons for the determination, is to be maintained in a file of "Ineligible Applications".

- a All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefore. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter.
- b If, after conducting an informal hearing, the Authority upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.
- c The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.
- d The procedures set forth in this section do not preclude any applicant from appealing to HUD if it is felt that the applicant is being denied housing due to unfair discrimination.

VI WAITING LIST ADMINISTRATION

- A SCCHA shall maintain its waiting list on a county wide basis (except East St. Louis). Participants must be selected from the Authority waiting list. An applicant position on the waiting list may change occasionally due to new applicants with higher points or existing applicants with changes. These factors are beyond the control of SCCHA.
- B The waiting list will contain the following information:
 - 1 Applicant name;
 - 2 Family unit size (number of bedrooms for which family qualifies under subsidy standards);
 - 3 Date and time of application;

4 Qualification for preferences (federal, ranking and local); and

5 Racial or ethnic designation of the Head of Household.

C Families will be listed by date and time of application.

D If the Authority has insufficient funding to subsidize the family unit size of the family at the top of the waiting list, the Authority will cease assisting families until sufficient funds are available either through additional funding or through turnover.

E If the number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications.

F Any closing or re-opening of the waiting list will be publicly advertised through a local newspaper of general circulation and also by minority media and other suitable means.

G The pool of active applications will be kept current by performing a "purge" of the waiting list periodically (at least every five years), by requiring all persons on the waiting list to respond to a mailing. Applicants are responsible for responding to requests from SCCHA to update applications. Failure to respond will result in applicant being removed from the waiting list, unless there are circumstances beyond the applicant's control.

H SCCHA will not remove an applicant's name from the waiting list unless:

1 The applicant requests that the name be removed;

2 The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

3 The applicant does not meet either the eligibility or screening criteria for the program.

I RELATIONSHIP WITH PROJECT-BASED PROGRAMS

1 If the Authority's waiting list for the Section 8 Program is open when an applicant is placed on the waiting list for any **Project-**

Based Program, as defined, the applicant will be given the opportunity to apply for the Section 8 Program at that time.

- 2 If the Authority's waiting list for any **Project-Based Program**, as defined, is open when an applicant is placed on the Section 8 waiting list, and if the Project-Based Program includes units suitable for the applicant, the applicant will be given the opportunity to apply for the Project-Based Program at that time.
- 3 The Authority will not take any of the following actions because an applicant has applied for, received or refused any Federal, State or local housing subsidy, including Public Housing:
 - a refuse to list the applicant on the Authority waiting list for the Section 8 Program;
 - b deny any admission preference for which the applicant is currently qualified; or
 - c remove the applicant from the waiting list.

VII SELECTION OF VOUCHER HOLDERS

A GOVERNING CONDITIONS

Families shall be selected according to the date and time of application.

B SELECTION FROM THE WAITING LIST

Federal Preferences have been repealed by HUD; therefore federal preference points will not be granted by SCCHA. Applicants who qualify for a **Local Preference** will be selected from the waiting list in the following order (by application date and time within each category):

- a Jurisdictional - Applicants who live or work in SCCHA's jurisdiction (i.e. all of St. Clair County, excluding the City of East St. Louis) – **10 points**
- b Employment/training/school – 2 points

- c Local Disaster Victim - These preference points shall only be granted when a recognized disaster occurs within SCCHA's jurisdictional boundaries as designated by SCCHA's Executive Director - **4 points**
- d Inter-program transfers - Transfers between public housing, Section 8, and other federally assisted programs/properties owned/operated by SCCHA or other administrative entity due to a need that can not be adequately accommodated within the constraints of the program under which the participant is currently being assisted or other circumstances approved by the SCCHA Executive Director - **7 points**

3 All other applicants.

C Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, SCCHA retains the right to skip higher income families on the waiting to reach extremely low-income families.

- 1 This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the HA will monitor incomes of newly admitted families and the income of the families on the waiting list.
- 2 If there are not enough low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

D NON-DISCRIMINATION

All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability, marital or familial status. No person will be excluded from participation in, or denied the benefits of the program because of membership in a class or group, such as unmarried mothers or recipients of public assistance.

E PROHIBITION OF PREFERENCE FOR DRUG-RELATED CRIMINAL ACTIVITY

The Authority will not give a preference (Federal, ranking or local) to an applicant if any member of the family was evicted from assisted housing because of **drug-related criminal activity or violent criminal activity**, as

defined, during the three years prior to the application date. "Assisted housing" shall mean housing assisted under a 1937 Housing Act program. Preference may be granted if the Authority can clearly determine that any of the following circumstances exist:

- 1 The evicted person has successfully completed a rehabilitation program approved by the Authority.
- 2 The evicted person did not participate in or know about the drug-related criminal activity.
- 3 The evicted person no longer participates in any drug-related criminal activity.

VIII DETERMINATION OF FAMILY INCOME

A To determine annual income, SCCHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, SCCHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Payment.

B ANNUAL INCOME

Annual Income is defined as the anticipated total annual income of an eligible family from all sources for the 12 month period following the date of termination of income, computed in accordance with federal law and HUD regulations. Annual income of the family cannot exceed the applicable income limit for admission, as set forth in Appendix B. Annual income includes, but is not limited to, the following:

- 1 The full amount, before any payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- 2 The net income from the operation of a business or profession or from rental of real or personal property (see limitations under 913.106).
- 3 Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income from such assets or a percentage of the value of the assets based upon

current passbook savings rates, as determined by HUD (see limitations under 913.106.)

- 4 The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump-sum payments for the delayed start of a periodic payment (except for Social Security and SSI).
- 5 Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.
- 6 Periodic and determinable allowance such as alimony, child support payments and regular contributions or gifts received from persons not residing in the dwelling.
- 7 All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.
- 8 Welfare Assistance payments (see 913.106 for calculation).

C ITEMS NOT CONSIDERED AS INCOME

The following shall not be included in the calculation of Annual income:

- 1 Income from the employment of children (including foster children) under 18 years of age;
- 2 Payments received for the care of foster children or foster adults;
- 3 Lump-sum additions to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses.(Note that, except for Social Security and SSI, lump-sum payments for the delayed start of a periodic payment are included in Annual Income);
- 4 Amounts received by the Family for, or in reimbursement of the cost of medical expenses for any Family member;
- 5 Income of a Live-in Aide, as defined;

- 6 Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence;
- 7 The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- 8 The amounts received from the following programs:
 - a Amounts received under training programs funded by HUD;
 - b Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program;
- 9 Temporary, non-recurring or sporadic income (including gifts);
- 10 For all certifications after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11 Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937, and as periodically published in the Federal Register;
- 13 Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

- 14 Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training program not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training program with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- 15 Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
- 16 Adoption assistance payments in excess of \$480 per adopted child;
- 17 Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 18 Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 19 Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 20 Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a The value of the allotment of food stamps
- b Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c Payments received under the Alaska Native Claims Settlement Act
- d Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

- e Payments made under Low-Income Energy Assistance Program
- f Payments received under the Job Training Partnership Act
- g Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i Amounts of scholarship awarded under Title IV including Work-Study
- j Payments received under the Older Americans Act of 1965
- k Payments from Agent Orange Settlement
- l Payments received under the Maine Indian Claims Act
- m The value of child care under the Child Care and Development Block Grant Act of 1990
- n Earned income tax credit refund payments
- o Payments for living expenses under the AmeriCorps Program

IX SUBSIDY STANDARDS

A SUBSIDY STANDARDS

To avoid overcrowding, certificates and vouchers are to be issued in accordance with the Occupancy Standards set forth below:

No. Of Bedrooms	<u>Number of Persons</u>	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

B **OTHER FACTORS**

The following guidelines shall also govern the issuance of and vouchers:

- 1 A bedroom may be expected to be shared by at least two children of the same gender.
2. Units will be viewed as not to require use of the living room for sleeping purposes.
- 3 As much as possible, to avoid future overcrowding, every attempt should be made to anticipate changes in the family size.
- 4 A separate bedroom will be provided for an elderly Dependent residing with a younger family.
- 5 A separate bedroom will be provided for a Family member upon documentation of the need for same by a physician or other qualified professional.
- 6 Every family member, regardless of age, is to be counted as a person. Unborn children and children in pre-custody situations are to be included as family members.
- 7 City and local codes may affect the subsidy standards established in the chart above.

C The family unit size will be determined by the SCCHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be a larger or smaller unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

X **MOVES WITH CONTINUED ASSISTANCE**

- A Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the HA has terminated the HAP contract.
- B The HA will issue the family a new voucher if the family does not owe SCCHA or any other HA money, has not violated a Family Obligation, has

not moved or been issued a certificate or voucher with the last 12 month, and if SCCHA has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement is waived.

XI ISSUANCE OF CERTIFICATES AND VOUCHERS

A GENERAL STATEMENT

Beginning October 1, 1999, the SCCHA will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlines in Section XVIII: Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SCCHA will issue the voucher. At this point the family begins their search for a unit.

B ISSUANCE OF ASSISTANCE

If a family is determined by the Authority to be eligible and is selected for participation, it shall be issued a Voucher, signed by the Authority. The verified application, together with all the information related to eligibility, preference rating, etc., is to be maintained in an active file.

- 1 Vouchers will be issued to families on the basis of Unit Size on which the Fair Market Rent is based. They will be issued according to the selection criteria established in Section VII.
- 2 When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to SCCHA.
- 3 SCCHA will schedule an appointment to inspect the selected unit within 15 days after the receipt of inspection request from the family. The 15 day period is suspended during any period the unit is unavailable for inspection.
- 4 Housing Assistance Payments Contracts and Housing Voucher Contracts shall not be issued to the extent that authorization under the

ACC is exceeded. Monitoring of available funding will be done on a regular basis to minimize over-issuing.

C VOUCHER HOLDERS PACKET

At the time a voucher is issued to a family for the first time, the family will be given a packet of information, which shall include, but not be limited to, the following:

- 1 Term of Voucher;
- 2 Policy on Extensions of Vouchers;
- 3 Information regarding how the assistance payment is computed;
- 4 A copy of the Request for Lease Approval form;
- 5 List of owners with available units;
- 6 HUD brochure on how to select a unit - A Good Place to Live;
- 7 SCCHA policy on providing family information to prospective owners;
- 8 HUD required Lease Addendum which states required and prohibited lease provisions;
- 9 Fair housing information and housing discrimination forms;
- 10 Information on lead-based paint poisoning hazards, symptoms and prevention, the availability of blood lead level screening (including its advisability for children under seven years of age) and HUD's requirements for inspecting, testing and abating lead-based paint;
- 11 Information on the Authority's procedures for conducting informal hearings;
- 12 Information on the circumstances under which a family may request an exception to the Authority's subsidy standards.

D BRIEFING OF FAMILIES.

When the Authority issues a Voucher to a family for the first time, it must explain the program to the family and how the program works. This oral briefing must contain at least the following information:

- 1 Family and Owner responsibilities under the lease and contract;
- 2 An explanation of Housing Quality Standards;
- 3 An explanation of Fair Market Rents and Payment Standards;
- 4 An explanation of portability;
- 5 An explanation of the effect on the family's position on the waiting list if the family refuses to accept the type of assistance being offered;
- 6 The general locations and characteristics of the full range of neighborhoods within the Authority's jurisdiction and in which units of suitable price and quality may be found;
- 7 An explanation of the Authority's policy regarding the expiration of vouchers, and the procedure to use to request an extension.

E EXPIRATION AND EXTENSION OF VOUCHERS

- 1 A voucher expires sixty (60) days following the original date of issuance. If the final day falls on a weekend or holiday, the expiration date shall be the next working day.
- 2 On or before the expiration date of the voucher, a family can walk-in or submit, in writing, a request for an extension. The request must state the reasons for needing an extension and the steps that have been taken thus far to locate suitable housing. The decision to approve an extension is to be based on the following:
 - a The effort made by the family to find housing, as verified by a list of properties seen;
 - b The current vacancy rate for rental housing;
 - c The willingness of the family to take additional steps to locate housing and to accept assistance, such as training videos, etc.

- 3 An extension, if approved, cannot exceed an additional sixty (60) days. Extensions for lesser periods may be granted, if it is felt a longer time is not warranted.
- 4 A family must submit a completed Request for Lease Approval form, signed by the Owner, prior to the expiration of the voucher. Once the Request for Lease Approval has been submitted, the time on the voucher stops, or is suspended. If the Authority determines that the Lease cannot be approved for any reason, including the condition not meeting HQS, the family and Owner are to be notified in writing of the reasons, any remedies that are needed, and the deadline by which the remedies must be completed. The family will be given the remaining time on the voucher from when it was suspended.

F INELIGIBLE / ELIGIBLE HOUSING

- 1 The following types of housing cannot be assisted under the Section 8 Tenant –Based Program.
 - a A public housing or Indian housing unit;
 - b A unit receiving project-base assistance under a Section 8 Program;
 - c Nursing homes, board and care home, or facilities providing continual psychiatric, medical or nursing services;
 - d College or other school dormitories;
 - e Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions.
 - f A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
 - g A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.
- 2 SCCHA will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- a Congregate housing
 - b Group homes
 - c Shared housing
 - d Single room occupancy
- 3 SCCHA will approve leases for the following housing types:
- a Single family dwellings
 - b Apartments
 - c Manufactured housing
 - d Manufacture home space rentals

XII RENT AND HOUSING ASSISTANCE PAYMENT

A GENERAL STATEMENT

After October 1, 1999, SCCHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section XVIII for additional guidance)

B RENT REASONABLENESS

- 1 SCCHA will not approve an initial rent or a rent increase in any of the tenant based programs without determining that the rent amount is reasonable.
- 2 Reasonableness is determined prior to the initial lease and at the following times:
 - a Before any increase in rent to owner is approved;
 - b If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

- c If the HA or HUD directs that reasonableness be re-determined.

C COMPARABILITY

- 1 In making a rent reasonableness determination, SCCHA will compare the rent for the unit to the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The HA will consider the location, quality, size, number or bedrooms, age amenities, housing services, maintenance and utilities of the unit and the comparable units.
- 2 The HA will maintain current survey information on rental units in the jurisdiction. The HA will also obtain for landlord associations and management firms the value of the array of amenities.
- 3 The HA will establish minimum base rent amounts for each unit type and bedroom size. To the base the HA will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.
- 4 Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the HA to establish a higher value.
- 5 The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that t the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

D MAXIMUM SUBSIDY

- 1 The Fair Market Rent (FMR) published HUD or the exception payment standard rent (requested by the SCCHA and approved by HUD) determines the maximum subsidy for a family.
- 2 For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

- 3 For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approval by HUD.
- 4 For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.
- 5 For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlines in 24 CFR 982.888.
- 6 Setting the Payment Standard

HUD requires that the payment standard be set by the HA at between 90 and 110% of the FMR. SCCHA will review its determination of the payments standard annually after publication of the FMRs. SCCHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are applying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judges necessary to alleviate these hardships.

SCCHA may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the HA will reduce the payment standard. Payment standards for each bedroom size may increase or decrease while another remains unchanged. SCCHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the HA will conduct a financial feasibility test to ensure that in using the higher standard,

adequate funds will continue to be available to assist families in the program.

7 Selecting the Correct Payment Standard for a Family

a For the voucher tenancy, the payment standard for a family is the lower of

1 The payment standard for the family unit size; or

2 The payment standard for the unit size rented by the family.

b If the unit rented by a family is located in an exception rent area, the HA will use the appropriate payment standard for the exception rent area.

c During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1 The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current to owner; or

2 The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d At the next annual reexamination following a change in family size of composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

e If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payments standard at the next annual reexamination.

f Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the HA may request that

HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The HA may request one such exception payment standard area or many. Exception payments standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payments standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the HA requests and HUD approves a higher exception payments standard rent. If the FMR decrease, the exception payment standard rent authority automatically expires.

E ASSISTANCE AND RENT FORMULAS

- 1 Total Tenant Payment – The total tenant payment is equal to the highest of:
 - a 10% of monthly income;
 - b 30% of adjusted monthly income;
 - c Minimum rent; or
 - d The welfare rent;
 - e Plus any rent above the payment standard.

2 Minimum Rent

SCCHA has set the minimum rent as \$50. However, if the family requests a hardship exemption, the HA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the HA can determine whether hardship exists and whether the hardship is of a temporary or long term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

A hardship exists when the family would be evicted as a result of the imposition of the minimum requirement.

- a No hardship. If the HA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the HA for the time of suspension.
- b Temporary hardship. If the HA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The HA will offer a reasonable repayment agreement for any minimum rent back payment paid by the HA on the family's behalf during the period of suspension.
- c Long-term hardship. If the HA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- d Appeals. The family may use the informal hearing procedure to appeal the HA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures

3 Section 8 Merged Vouchers

- a The payment standard is set by the HA between 90% and 110% of the FMR or higher or lower with HUD approval.
- b The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
- c No participant when initially receiving tenant based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

4 Manufactured Home Space Rental: Section 8 Vouchers

- a The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

- b The space rent is the sum of the following as determined by the HA:
 - 1 Rent to the owner for the manufactured home space;
 - 2 Owner maintenance and management charges for the space; and
 - 3 Utility allowance for tenant paid utilities.
- c The participant pays the rent to owner less the HAP.
- d HAP equals the lesser of:
 - 1 The payment standard minus the total tenant payment; or
 - 2 The rent paid for rental of the real property on which the manufactured home owned by the family is located.

XIII INSPECTION OF UNITS

A GENERAL STATEMENT

SCCHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

SCCHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice (Reasonable notice will be considered as 3 days). The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, if the family must call and reschedule the inspection or make arrangements to enable the HA to enter the unit and complete the inspection.

If the family misses the scheduled inspection, SCCHA will only schedule one more inspection. If the family misses two inspections, SCCHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

B TYPE OF INSPECTIONS

There are seven types of inspection SCCHA will perform:

- 1 Initial Inspection – An inspection that must take place to insure that the unit passes HWS before assistance can begin.
- 2 Annual Inspection – An inspection to determine that the unit continues to meet HQS.
- 3 Complaint Inspection – An inspection caused by the Authority receiving a complaint on the unit by anyone.
- 4 Special Inspection – An inspection cause by a third party, i.e. HUD, needing to view the unit.
- 5 Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- 6 Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- 7 Quality Control Inspection – Supervisory inspection on at least 5% of the total number of units that were under lease during the HA's previous fiscal year.

C PROCESS FOR INSPECTIONS

- 1 When a family finds a Unit it wants to rent, and the Owner has agreed to participate in the Program, the family shall submit to the Authority a Request for Lease Approval, signed by the Owner and the Head of Household.
- 2 Before approving a Lease, the Authority shall inspect the unit for compliance with the Authority's Housing Quality Standards (HQS). No inspection is to be done before the unit is vacant and ready to rent to the family.
- 3 Following the inspection, the Owner is to be notified in writing of all deficiencies needing correction, and that repair must be completed

within no more than thirty (30) days. The family is to receive copies of all correspondence with the Owner.

- 4 When the repairs have been completed, a re-inspection will be done to verify that all the work has been done. No contract is to be executed until the unit passes Housing Quality Standards to the satisfaction of the Authority.
- 5 If the owner fails to complete the repairs as requested, the unit shall not be considered for the program, and the family shall be notified to find a different unit.
- 6 Once the unit is on the program, at least annually the Authority shall conduct an inspection to ensure the unit continues to meet all required Housing Quality Standards. The Owner is to be advised in writing of all deficiencies, and given a limited period of time to make corrections, and that a failure to complete all repairs could result in abatement of assistance payments and/or termination of the HAP contract.
- 7 A record of every inspection and re-inspection is to be prepared and maintained in the files of the Authority. Each report shall specify:
 - a Any defects or deficiencies which must be corrected in order for the unit to meet minimum standards;
 - b Any other defects or deficiencies, to be referred to in the event of a subsequent claim by the Owner.

D HOUSING QUALITY STANDARDS

Housing assisted under this program shall meet the Performance Requirements and Acceptability Criteria, as follows:

- 1 Sanitary Facilities
 - a Performance Requirement: The dwelling unit must include its own sanitary facilities that are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - b Acceptability Criteria: A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present

in the unit in proper operating condition. These facilities shall use an approved public or private disposal system.

2 Food Preparation and Refuse Disposal

- a Performance Requirement: The dwelling must contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
- b Acceptability Criteria: The unit must contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the Owner or Family, and a kitchen sink with hot and cold running water. The sink must drain into an approved public or private system. Adequate space for the storage, preparation and serving of food must be provided.

3 Space and Security

- a Performance Requirement: The dwelling unit must provide the family adequate space and security.
- b Acceptability Criteria: The dwelling unit must contain a living room, kitchen area and a bathroom. The dwelling unit must contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of the opposite sex, other than Head of Household and Spouse or very young children, may not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit must be lockable. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

4 Thermal Environment

- a Performance Requirement: The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
- b Acceptability Criteria: The dwelling unit must contain safe heating or cooling facilities that are in proper operating condition and can provide adequate heat or cooling, or both, to each room in the dwelling unit appropriate for the climate to ensure a healthy living environment. Unvented room heaters that burn gas, oil or kerosene are unacceptable. Electric heaters are acceptable.

5 Illumination and Electricity

- a Performance Requirement: Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. The unit must contain sufficient electrical sources to permit use of essential electrical appliances while ensuring safety from fire.
- b Acceptability Criteria: Living and sleeping rooms must include at least one window. A ceiling or wall type light fixture must be present and working in the bathroom and kitchen areas. At least two electric outlets, one of which may be an overhead light, must be present and operable in the living area, kitchen area and each bedroom area.

6 Structure and Materials

- a Performance Requirement: The dwelling unit must be structurally sound so as not to pose any threat to the health and safety of the occupants and to protect the occupants from the environment.
- b Acceptability Criteria: Ceilings, walls and floors may not have any serious defects, such as severe bulging or leaning, large holes, loose surface materials, severe bulging or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure must be firm and the room must be weather-tight. The exterior wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose

siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways may not present a danger of tripping or falling. Elevators must be maintained in safe and operating condition.

7 Interior Air Quality

- a Performance Requirement: The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
- b Acceptability Criteria: The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation must be adequate throughout the unit. Bathroom areas must have at least one window that can be opened or other adequate exhaust ventilation.

8 Water Supply

- a Performance Requirement: The water supply must be free from contamination.
- b Acceptability Criteria: The unit must be served by an approvable public or private sanitary water supply.

9 Lead Based Paint

- a Purpose and Applicability: To establish procedures to eliminate, as far as practicable, the hazards of lead-based paint poisoning with respect to housing assisted under this program.
- b Defective Paint: In the case of a unit, for a family which includes a child under the age of seven years, which was constructed prior to 1978, the initial and periodic inspections shall include an inspection for defective paint surfaces, as defined. If defective paint surfaces are found, corrective action shall be required to be taken within thirty (30) days of Authority notification to the Owner. When weather conditions prevent the completion of repainting exterior surfaces within the 30-day period, repainting may be delayed, but covering or

removal of the defective paint must be completed within the prescribed period.

- c Chewable Surfaces: In the case of a unit constructed prior to 1978, for a family which includes a child under the age of seven years with an identified EBL condition, the inspection shall include a test for lead-based paint on chewable surfaces, as defined. Testing and corrective action, if necessary, shall be done according to 24 CFR 882.109(I)(4) or 24 CFR 887.251(I)(4).
- d Abatement Without Testing: The Authority may, at its discretion, forego testing and require the Owner to abate all interior and exterior chewable surfaces.
- e Records: The Authority shall keep a copy of each inspection report for at least three years. If a unit requires testing or subsequent treatment of chewable surfaces, the Authority shall keep the test results and any Owner certifications indefinitely.

10 Access

- a Performance Requirement: The dwelling unit must be able to be used and maintained without unauthorized use of other private properties, and the building must provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).
- b Acceptability Criteria: Same as Performance Requirement.

11 Site and Neighborhood

- a Performance Requirement: The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.
- b Acceptability Criteria: The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust;

excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

12 Smoke Detectors.

- a Performance Requirement: Each dwelling unit must include at least one battery-operated or hard-wired smoke detector in proper working condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.
- b Acceptability Criteria: The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing-impaired person, in which case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector installed in the hallway.

13 Sanitary Condition

- a Performance Requirement: The dwelling unit and its equipment must be in sanitary condition.
- b Acceptability Criteria: The dwelling unit and its equipment must be free of vermin and rodent infestation.

XIV OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

A GENERAL STATEMENT

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless SCCHA has performed a move-out inspection. It is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- 1 In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus the security deposit that should have been collected under the lease.
- 2 In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- 3 No damage claims will be paid under either program effective on or after October 2, 1995.

B OWNER CLAIMS FOR PRE-OCTOBER 2, 1995 UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

- 1 Owners claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted.
 - a No claim will be paid for normal wear and tear.
 - b Unpaid utility bills are not an eligible item.
 - c Actual bills and receipts for repairs, material, and labor must support claims for damages.
 - d Owners can claim unpaid rent owed by the tenant; this shall not exceed three month's rent owed by the tenant.
- 2 SCCHA will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay SCCHA to remain eligible for the Section 8 Program.
- 3 In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify SCCHA immediately upon learning of the vacancy

or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

- 4 All claims and supporting documentation under this Section must be submitted to SCCHA within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

XV THE LEASE AND CONTRACT

A LEASE APPROVAL

If the Authority determines that a unit, which an eligible family wishes to lease, meets minimum (HQS) standards, that the rent is approvable, that the family's share of rent does not exceed 40% of their monthly adjusted income, and that the proposed Lease complies with the requirements, the Authority will approve the Lease and shall notify the Owner and the family of its determination.

B DISAPPROVAL OF OWNERS

SCCHA will not approve a unit if notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

- 1 SCCHA will not approve a unit when directed by HUD if
 - a Federal action is pending on government-instituted administrative or judicial action against owner for a Fair Housing or other federal equal opportunity requirement violation, or
 - b A court or administrative agency has determined that the owner violated Fair Housing or other federal equal opportunity requirements.
- 2 SCCHA may deny approval to lease a unit from an owner for any of the following reasons:
 - a Owner violated owner obligation of a Section 8 HAP contract;

- b Owner has committed fraud, bribery or any other corrupt or criminal act involving any federal housing program;
- c Owner has a history or practice of noncompliance with HQS for tenant-based programs, or housing standards for project-based programs under any federal housing program;
- d The owner has not paid State or local real estate taxes, fines, or assessments;
- e The owner refuse (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the
 - 1 premises by tenants, SCCHA employees or owner employees; or
 - 2 residences by neighbors;
- f Other conflicts of interest under Federal, State, or local law.
- g The owner has engaged in drug-related criminal activity or any other violent criminal activity.
- h If the owner is the parent, child, grandparent, grandchild, sister, brother or any member of the family unless SCCHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

C EXECUTION OF LEASE AND CONTRACT

Following approval of the Lease, the appropriate parties shall execute the Housing Assistance Payments Contract and Lease Agreement. A copy of the approval notification shall be maintained in the Authority's files, together with the original Request for Lease Approval, the inspection report(s), the Rent Reasonableness certification (certificates only) the approved Lease, and the executed Contract.

D DISAPPROVAL OF LEASE

- 1 If the Authority determines that the Lease cannot be approved for any reason, including for HQS violations, the Authority shall so notify the Owner and the family and of the conditions under which the Lease can be approved.
- 2 If the family has a certificate (not a voucher), and the reason for disapproving the Lease is related to the rent being requested, the Authority will work with the family and the Owner in an attempt to negotiate a reasonable rent before a final decision is made to disapprove the Lease.
- 3 A copy of the notification of the disapproval of the Lease shall be maintained in the Authority's files, together with the original Request for Lease Approval and the inspection report(s).

E PAYMENTS TO OWNERS

Housing Assistance Payments are disbursed by the Authority Accounting Department. Payments are issued on or between the first (1st) and tenth (10th) of each month, depending upon receipt of funds from HUD Regional Office. The HA pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge SCCHA a late payment, agreed to in the Contact and in accordance with generally accepted practices in SCCHA jurisdiction.

F SECURITY DEPOSITS

- 1 At the time of the initial execution of the Lease, the maximum Security Deposit shall not be in excess of the following:
 - a the contract rent, or
 - b amounts charged by owner to unassisted tenants.
- 2 Subject to State and local law and in accordance with the Lease, the Owner may use the Security Deposit as reimbursement for any unpaid rent payable by the family, damages, or for other amounts the family owes under the Lease. The Owner shall give the family a written list of all items charged against the Security Deposit, and shall promptly refund the balance to the family.

- 3 If the Security Deposit is not sufficient to cover amount the family owes under the lease, the owner may seek to collect the balance from the tenant.

G TERM OF THE LEASE AND CONTRACT

- 1 The term of the Lease shall begin on a date stated in the Lease and continue indefinitely until one of the following occurs:
 - a the Owner terminates the Lease;
 - b the family terminates the Lease;
 - c both parties mutually agree to terminate the Lease; or
 - d the Contract is terminated by the Authority.

The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

- 2 The term of the Lease shall begin at least one year prior to the end of the remaining term of the ACC. The Lease and Contract shall end upon termination of the ACC.
- 3 The term of the Contract shall begin on the first day of the term of the Lease, and shall end on the last day of the term of the Lease.

H ABSENCE FROM THE UNIT

Absence means that no member of the family is residing in the unit. The family may not be absent from the unit for more than thirty (30) consecutive days for any reason. Families will be required to report any expected absences due to hospitalizations, nursing home placements, or vacations. If the family is absent from the unit longer than the 30 (thirty) day maximum, housing assistance payments, housing contract and the lease terminate; however the family has the right to an informal hearing before termination (Appendix F).

The Housing Authority will document verification of absence or occupancy by use of doctor's statements, home visits, mailings to the family at the unit, utility verifications, and/or questions to neighbors and landlord or other information deemed necessary for verification.

The family may request permission from SCCHA for absences exceeding 30 days. The HA will respond in writing; however, an authorized absence may not exceed 180 days.

I FAMILY BREAK-UPS

In the event of a family break-up due to separation, divorce or other incidents that may cause families to break-up, the assistance will remain with family members remaining in the original assisted unit. If a court determines disposition, the Housing Authority is bound by the court's decision of which family members continue to receive assistance in the program.

J LEASE TERMINATION

- 1 The Owner shall not terminate the Lease except for:
 - a serious or repeated violation of the terms and conditions of the Lease; or
 - b violation of federal, state or local law which imposes obligations on the tenant in connection with the occupancy or use of the unit and surrounding premises;
 - c criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
 - d any drug-related criminal activity on or near the premises; or
 - e other good cause - however, during the first year of the term of the Lease, the Owner may not terminate for other good cause unless the termination is based on malfeasance or nonfeasance of the family.
- 1 The owner may only evict the tenant by instituting court action.
- 2 The owner must give SCCHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

- f The owner may terminate the contract at the end of the lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
- 2 The Owner may offer the family a new lease after approval by the Authority for a term beginning any time after the first year of the term of the original Lease. The Owner shall give the family sixty (60) days notice before the proposed starting date of the new Lease. An Owner desiring continued participation with the family under the Program may make such an offer of a new Lease no more than once within any twelve-month period.
- 3 The Lease shall permit the family to terminate the Lease, without cause, at any time after the first year of the term of the Lease, with not more than sixty (60) days notice to the Owner, with a copy to the Authority.
- 4 The Authority will acknowledge and accept mutual rescission of the Lease when so agreed by the family and the Owner. Termination of tenancy by the family without agreement by the Owner, except as otherwise provided for in this Section or by State or local law, shall constitute a program and Lease violation.
- 5 "Other good cause" may include, but is not limited to, the following:
 - a Failure of the family to accept the offer of a new Lease;
 - b Inappropriate behavior by one or more members of the family resulting in disturbing neighbors or destroying property;
 - c Criminal activity by family members involving physical violence to persons or property;
 - d The Owner's desire to utilize the property for personal use; or
 - e A business or economic reason, such as the sale or renovation of the property, or the desire to rent the unit at a higher rent than the program will allow.
- 6 Proper notice of termination shall be in accordance with the following:

- a The Owner must comply with all applicable state and local laws in serving notice of termination with cause.
 - b The Owner is not required to obtain Authority approval to terminate tenancy. However, the Owner is required to simultaneously provide a copy of any such notices to the Authority.
- 7 Notice of mutual recision of the Lease, or termination of the Lease by the family, shall be in writing, signed by the appropriate parties and delivered to the Authority thirty (30) days prior to the day on which the rent is to be paid.
- 8 If the unit is sold or interest in the property is otherwise transferred or assigned, the new Owner or Assignee assumes all provisions of the Lease and Contract. Termination of tenancy may not occur upon sale or transfer of the property, except as provided for in this Section.

K CHANGE OF OWNERSHIP

SCCHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the HA's rent payment or the address as to where the rent payment should be sent.

In addition, SCCHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- 1 Deed of Trust showing the transfer of title; and
- 2 Tax Identification Number or Social Security Number.

The new owner will be required to execute IRS form W-9. SCCHA may withhold the rent payment until the taxpayer identification number is received.

L TERMINATION OF FAMILY ASSISTANCE

Due to a family's action or failure to act, SCCHA may terminate assistance to participants by refusing to enter into a HAP contract, refusing to approve a lease, terminating the HAP contract, and refusing to process or provide assistance under portability procedures.

- 1 SCCHA may terminate assistance to family for reasons including but not limited to the following:
 - a Family violates any family obligation;
 - b Any member of the family has ever been evicted from public housing;
 - c If the Housing Authority has ever terminated assistance under the Certificate or Voucher program for any member of the family;
 - d If any family member commits drug-related criminal activity, or violent criminal activity;
 - e If the Housing Authority determines that any family member is illegally using a controlled substance;
 - f If the Housing Authority determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - g If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program;
 - h If the family currently owes rent or other amounts to SCCHA or any other Housing Authority in connection with Section 8 or public housing programs;
 - i If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damage to unit or other amounts owed by the family under the lease;
 - j If the family has engaged in or threatened abusive or violent behavior toward HA personnel;
 - k If any household member is subject to a lifetime registration requirement under a State sex offender registration program;
 - l If a family member fails to sign and submit consent forms.

2 Right to Informal Hearing

SCCHA will provide program participants with the opportunity for an informal hearing (See Appendix F) to consider whether certain Housing Authority decisions are in accordance with the law, HUD regulations and Housing Authority Policies.

XVI THE CERTIFICATION PROCESS

A INITIAL CERTIFICATION

Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II-C), **Adjusted Income**, and **Total Tenant Payment**, as defined. SCCHA has established that a minimum \$50.00 Total Tenant Payment (rent before utility allowances) shall apply for the Section 8 program.

B UTILITY REIMBURSEMENT PAYMENTS

If the Utility Allowance is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. This payment is to be made to the family as long as this situation exists. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary.

C ANNUAL REEXAMINATION

To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate Tenant Rent, the eligibility status and the Adjusted Income are to be periodically reexamined and redetermined as follows:

- 1 The reexaminations for all Families are to be conducted at least annually and will normally be scheduled ninety (90) to one hundred twenty (120) days prior to the anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the appointment. The Family will be requested to provide information necessary for recertification prior to the time of the appointment.

- 2 After the Family's eligibility and Income have been determined, the monthly payment or subsidy shall be adjusted according to procedures stated in this Section.
- 3 Determinations of eligibility and changes in the monthly payment or subsidy may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.
- 4 If continued eligibility cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the family will be notified in writing of its ineligibility and of the date Housing Assistance Payments will cease.
- 5 If a Family has either added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

D SPECIAL REEXAMINATION

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the SCCHA may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

E ESTABLISHING RENTS BETWEEN ANNUAL REEXAMINATIONS (Interims)

- 1 The Total Tenant Payment, Tenant Rent and Housing Subsidy will remain in effect for the period between regularly scheduled reexaminations except when there are changes in Family composition or Adjusted Income, as specified in this Section.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such

request the SCCHA will take timely action to process the interim reexamination and recalculate the family share.

- 2 The following changes must be reported within ten (10) days:
 - a A member has been added to the family through adoption or court awarded custody;
 - b A household member is leaving or has left the family unit; or
 - c A family break-up.

These changes will trigger an interim reexamination.

- 3 Effective date of Rent Changes due to Interim or Special Reexaminations
 - a Increases in Tenant Rent between periodic reexaminations are to be made effective the first day of the second month following the month in which the change in circumstances occurred.
 - b Decreases in Tenant Rent between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances occurred.
 - c If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

F MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SCCGA taking action to terminate the family's assistance.

G ADJUSTMENT OF UTILITY ALLOWANCE

- 1 At least annually, and at such other times as deemed appropriate, the Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances.
- 2 If the Authority determines that an adjustment should be made, the Authority shall establish a schedule of adjustments, taking into account the size and type of Dwelling Units and other pertinent factors.
- 3 The Authority shall determine the adjustments to be made in the amounts of rent to be paid by affected families and the amounts of HAP payments to be paid to the Owners and shall notify the families and Owners accordingly.
- 4 The Utility Allowance Schedule is shown in Appendix E.

H REEXAMINATION PROCEDURES

- 1 The Head of Family is required to complete an Application for Continued Occupancy form and whatever other forms as may be necessary, prior to the reexamination, and to supply such information as required to determine family composition and Annual Income.
- 2 At least thirty (30) days prior to the Anniversary date of the Lease or the effective date of any changes in monthly payments, the Family is to be notified in writing concerning their eligibility status, and if ineligible the date assistance payments will be terminated, any changes in monthly payments, any change in size of Certificate or Voucher, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.
- 3 Upon determination by the Authority that data supplied at any time by the Family was misrepresented, or if the family failed to report changes in income and/or family composition, the Authority may terminate assistance, adjust the Tenant Rent and/or collect from the family the difference between the assistance paid and the assistance that should have been paid.
- 4 Failure to Report Income Changes with Extenuating Circumstances

The Director of Programs & Leasing may allow a Family who fails to report income changes to enter into a Repayment Agreement under the following circumstances:

- a The failure to report income changes was not an intentional misrepresentation of income;
- b The family does not have the funds available to repay the debt; and,
- c The debt is greater than the Family's gross monthly income.

5 Repayment Agreement terms

All repayment agreements shall be in writing according to the following terms:

- a Minimum monthly payments shall be 1/12th of the amount owed, or \$25.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payment shall not exceed fifty (50%) percent of the Family's' Gross Monthly Income.
- b Repayment Agreements shall be due and payable per the same terms and conditions as apply to the payment of Tenant Rent.
- c Failure to make payments as agreed may result in termination of the family's assistance.

6 Damage Claim From a Prior Tenancy

Families who owe the Authority moneys resulting from a damage claim filed by a former owner will be given the opportunity to enter into a Repayment Agreement if there are no other outstanding debts with any Authority.

XVII MOBILITY AND PORTABILITY

A GENERAL POLICY

- 1 It will be the general policy of the Authority to provide families with the broadest possible geographical choice of units, both within and outside the Authority's jurisdiction.

In this regard, the Authority will cooperate with other Authorities in developing voluntary arrangements for families wishing to move between jurisdictions, such as the following:

- a Developing administrative arrangements with other Authorities so as to not restrict the ability of Voucher holders to look for housing in a wide geographical area;
 - b When financially and administratively feasible, to cooperate with other Authorities by issuing a Voucher to a participant family moving from another jurisdiction.
- 2 If funding is available under the consolidated ACC for SCCHA's Voucher Program when the portable family is received, SCCHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for SCCHA's tenant-based program.
 - 3 A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of SCCHA at the time the family first submits its application for participation in the program to SCCHA may lease a unit anywhere in the jurisdiction of SCCHA or outside SCCHA jurisdiction as long as there is another entity operating a tenant based Section 8 program covering the location of the proposed unit.
 - 4 If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of SCCHA at the time of its application, the family will not have any right to lease a unit outside of SCCHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of SCCHA.
 - 5 Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances would SCCHA allow a participant to improperly break a lease.
 - a Under extraordinary circumstances SCCHA may consider allowing more than one move in a 12-month period.

- b If a family has moved out of their assisted unit in violation of the lease, SCCCHA will not issue a voucher, and will terminate assistance in compliance with grounds of termination of the lease and contract.
- 6 Families may only move to a jurisdiction where a Section 8 Program is being administered.
 - a When a family utilizes portability to move to an area outside the Initial Housing Authority's jurisdiction, another HA must administer assistance for the family if that HA has a tenant based program covering the area where the unit is located.
 - b A HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher . If there is more than one such HA, the Initial Housing Authority may choose which HA shall become the Receiving Housing Authority.

B INCOME ELIGIBILITY

1 Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

- 2 If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

C RESPONSIBILITIES OF THE INITIAL (ISSUING) AUTHORITY

- 1 To manage the programs in a manner which will ensure it has the financial ability to provide continued housing assistance for families moving between jurisdictions;
- 2 To notify the receiving Authority of an impending move, and to verify to the receiving Authority that the family met the eligibility requirements for admission to the program and was issued a Voucher, and the deadline for submission of a Request for Lease Approval;

- 3 To reimburse the receiving Authority for the amount of HAP payments made on behalf of the family, unless the receiving Authority elects to issue it's own Certificate or Voucher;
- 4 To reimburse the receiving Authority 80% of the Administrative fee while the family is under contract in the receiving Authority's jurisdiction;
- 5 To brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
- 6 SCCHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
- 7 SCCHA will advise the family how to contact and request assistance from the Receiving HA.
- 8 SCCHA will mail to the Receiving HA the most recent HUD Form 50058 (Family Report) for the family and related verification information.

D RESPONSIBILITIES OF THE RECEIVING AUTHORITY

- 1 To provide assistance for a family moving from another Authority by either administering or absorbing.
 - a If administering, the receiving Housing Authority must issue a portable Voucher with the original Voucher issue and expiration dates.
 - b If absorbing, the receiving Housing Authority must issue its own voucher and return the Initial Housing Authority it's voucher.
- 2 To promptly inform the initial Housing Authority if absorbing or billing.
- 3 To determine the family unit size based on the subsidy standards of the receiving Housing Authority.
- 4 To determine whether the initial Housing Authority has verified citizenship/eligible immigrant status.

- 5 To immediately notify the initial Authority if the family fails to submit a Request for Lease Approval by the deadline specified by the initial Authority.
- 6 To promptly notify the initial Housing Authority if the family has leased an eligible unit under the program.
- 7 To perform all of the functions normally associated with providing assistance such as Lease approval, annual recertification of income and unit inspections.
- 8 Unless assistance is provided through the Authority's allocation, to bill the initial Authority for 80% of the Administrative fee.
- 9 To make HAP payments to the Owner on behalf of the family and, unless assistance is provided through the Authority's allocation, to bill the initial Authority for those payments.
- 10 To immediately notify the initial Authority if the family terminates from the receiving Authority's program.

XVIII TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A NEW HAP CONTRACTS

On and after October 1, 1999, the SCCHA will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B VOUCHER TENANCY

If the SCCHA had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C REGULAR CERTIFICATE TENANCY

The SCCHA will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the Hap Contract for such tenancy terminates automatically. The SCCHA will give at least 120 days written notice of such termination to the family and the owner, and the SCCHA will offer the family the opportunity for continued tenant based assistance under the voucher program. The SCCHA may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

XIX QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, SCCHA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

This policy applies in its entirety to applicants and participants in the Section 8 Rental Assistance Program administered by the St. Clair County Housing Authority (SCCHA). The provisions of this administrative plan apply to the Section 8 Certificate, Voucher, and Moderate Rehabilitation Programs to the extent allowed by the governing federal regulations. The federal regulations shall prevail if any provision of this plan conflicts with the federal regulations.

APPENDIX A - Glossary

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

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

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

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

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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

Department: The Department of Housing and Urban Development.

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

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

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

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

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent

privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - (1) is expected to be of long-continued and indefinite duration,
 - (2) substantially impedes his or her ability to live independently, and
 - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;

- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

APPENDIX B

**SECTION 8 and PUBLIC HOUSING
INCOME LIMITS**

Effective May 1999

<u>Persons in Household</u>	<u>Very Low Income</u>	<u>Lower Income</u>
1	\$16,850	\$26,950
2	19,250	30,800
3	21,650	34,650
4	24,050	38,500
5	25,950	41,550
6	27,900	44,650
7	29,800	47,700
8	31,750	50,800

APPENDIX C

SECTION 8 CERTIFICATE PROGRAM
FAIR MARKET RENTS

Unit Size	Fair Market Rent
0 Bedroom	\$ 317
1 Bedroom	\$ 386
2 Bedroom	\$ 501
3 Bedroom	\$ 652
4 Bedroom	\$ 721
5 Bedroom	\$ 829

APPENDIX D

**SECTION 8 VOUCHER PROGRAM
PAYMENT STANDARDS**
Effective March 1, 2000

Unit Size	Payment Standard
0 Bedroom	\$ 307
1 Bedroom	\$ 373
2 Bedroom	\$ 485
3 Bedroom	\$ 631
4 Bedroom	\$ 697
5 Bedroom	\$ 802

APPENDIX E

Section 8 Allowances for Tenant-Furnished Utilities and Other Service

Utility or Services

Monthly Dollar Allowances

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
Heating						
a. Natural Gas	38	44	54	65	76	87
b. Bottle Gas	30	35	45	50	60	69
c. Oil	30	35	45	50	60	69
d. Electric	50	66	85	100	125	144
Other : Electric, Lighting, Refrigeration, Etc.						
Water	10	10	11	12	13	15
Sewer (Standard)	9	9	11	14	14	16
Sewer (Am. Bottom)	8	8	10	12	14	16
Range	3	3	5	6	6	7
Refrigerator	5	5	7	7	7	8

APPENDIX F

PROCEDURES FOR INFORMAL REVIEWS AND INFORMAL HEARINGS

A GENERAL STATEMENT

No applicant has a right or entitlement to be listed on the Section 8 Rental Assistance waiting list, to any particular position on the waiting list, or to admission to the Program. However, all applicants have the right to bring a judicial action challenging an Authority decision as being a violation of a constitutional or statutory requirement.

B INFORMAL REVIEWS (APPLICANTS)

- 1 An applicant for Section 8 Rental Assistance has the right to an informal review in the following circumstances:
 - a The applicant was found ineligible for the Program and not placed on the waiting list;
 - b The applicant was removed from the waiting list for failing to following the requirements;
 - c The applicant was refused either a Certificate or Voucher; or
 - d The applicant was denied a preference (federal, ranking or local).
- 2 An applicant for Section 8 Rental Assistance does not have the right to an informal review in the following circumstances:
 - a To review discretionary administrative determinations by the Authority or to consider general policy issues or class grievances;
 - b To review the Authority's determination of the number of bedrooms entered on the Certificate or Voucher;
 - c To review the Authority's determination that a unit does not comply with HQS requirements;
 - d To review the Authority's determination not to approve a Lease for a unit which does not comply with HQS or rent reasonableness requirements;
 - e To review the Authority's determination not to approve an extension or suspension of a certificate or voucher term; or
 - f To review the Authority's determination that the unit is not in accordance with HQS because of family size or composition.
- 3 The Applicant has the right to examine and to receive copies of (at his or her expense) any information related to the decision to deny assistance.

- 4 The informal review must be requested in writing by the Applicant within ten (10) days of the Authority's notification of the action. The written request must contain the following:
 - a The action or actions taken by the Authority for which the review is requested;
 - b The reason(s) why the Applicant feels the action(s) was (were) improper or incorrect;
 - c Whether the Applicant wishes to have a pre-review meeting with the Authority to present oral objections to the decision. If the Applicant does not specifically indicate the desire for a personal meeting, the Authority shall assume that such a meeting is not being requested.
- 5 The informal review shall be conducted as follows:
 - a Except for matters relating to the denial of a preference, the informal review shall be presided over by a person designated by the Authority who did not make or approve the decision to deny assistance, or who is not a subordinate of such a person.
 - b The informal review will be scheduled within ten (10) days of the receipt of the Applicant's request. The Applicant shall be notified in writing of the date, time and place of the review.
 - c The Applicant shall have the opportunity to present oral and written evidence at the review. A maximum of three witnesses will be allowed to present evidence on behalf of the Applicant.
- 6 Following the informal review, the Applicant shall be notified in writing of the decision of the Authority. The decision will be mailed to the Applicant within ten (10) days following the date of the review.
- 7 Any correspondence by the Authority to an Applicant that communicates a decision which is subject to an informal review shall contain a statement that such a right for an informal review is available and the procedures for exercising his right.

C INFORMAL HEARINGS (PARTICIPANTS)

- 1 A participant, as defined, has the right to request an informal hearing solely for the purpose of determining whether or not a decision to terminate assistance was in compliance with HUD regulations and Authority policies.
- 2 Any notification to a participant that terminates assistance will be in writing, and will contain a statement that the participant has the right to request an Informal hearing and the deadline for requesting it.
- 3 The request for an informal hearing must be in writing and must be received by the Authority within ten (10) days of the date of the notification of termination.

- 4 The participant has the right to examine and to receive copies of (at his or her expense) any information related to the decision to terminate assistance.
- 5 The informal hearing will be conducted as follows:
 - a The Authority will schedule the informal hearing at a mutually convenient time provided that the informal hearing must occur within thirty (30) days of the Authority's receipt of the participant's request.
 - b The informal hearing shall be presided over by a person designated by the Authority who did not make or approve the decision to terminate assistance, or who is not a subordinate of such a person.
 - c The participant may retain legal counsel or another representative at his or her own expense. A maximum of three witnesses may be called by each side.
- 6 At the informal hearing, the participant will be given an opportunity to examine evidence and question witnesses, as well as present testimony and evidence in his or her favor. Evidence will be considered without regard to admissibility under rules of evidence applicable to judicial proceedings.
- 7 During the informal hearing, the Hearing Officer may participate in questioning witnesses and may take steps, as necessary, to ensure the hearing is conducted in a civil manner. The Hearing Officer may also recess or continue the proceedings as necessary to ensure that all pertinent information is presented, while considering the need to reach a decision expeditiously.
- 8 Failure of the participant to appear at the hearing, without giving prior notice, shall constitute a waiver of the participant's right to an informal hearing, and shall result in a decision to uphold the decision terminating assistance.
- 9 The Authority will notify the Participant, in writing, of its decision within ten (10) days of the conclusion of the informal hearing. The notification will include the state the regulatory and/or other grounds for making the decision.

C WHEN A HEARING IS NOT REQUIRED

St. Clair County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Authority.
2. General policy issues or class grievances.
3. Establishment of the Housing Authority's schedule of utility allowances for families in the program.
4. A Housing Authority's determination not to approve an extension or suspension of a certificate or voucher term.

5. A Housing Authority determination not to approve a unit or lease.
6. A Housing Authority determination that an assisted unit is not in compliance with HQS. (However, SCCHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

D DENIALS OR TERMINATIONS RELATED TO DRUG-RELATED CRIMINAL ACTIVITY OR VIOLENT CRIMINAL ACTIVITY

1 Assistance may be denied or terminated based on drug-related criminal activity if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether or not the family member has been arrested or convicted.

2 Discretion shall be used in considering all of the circumstances in each case, including the seriousness of the offense, the extent of participation by family members, and the effect that denial or termination of assistance would have on family members not involved in the criminal activity. Remaining members of the family may be permitted, in certain cases, to continue receiving assistance under the condition that family members who it has been determined engaged in the criminal activity will not reside in unit. Also, a family member who has engaged in the use of drugs may to submit evidence of successful completion of a treatment condition of continued assistance. the
be required
program as a

E. EFFECT OF THE DECISION

The Housing authority is not bound by a hearing decision:

- a. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the St. Clair County Housing Authority determines that it is not bound by a hearing decision, SCCHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

Resident Advisory Board Meeting
August 26, 1999
Minutes

The initial meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on August 26, 1999 at the SCCHA Central Office, 3rd Floor Conference Room.

The members present are recorded on the attached sign-in sheet.

Larry McLean, SCCHA Management Director introduced himself and Effie Smith, Programs Director, noting that they would serve as the official staff liaisons to the group. The members present each introduced themselves, noting the location and program they represented.

After welcoming those present and providing a brief explanation regarding the purpose of the Resident Advisory Board (RAB), Mr. McLean gave an overview of the Quality Housing & Work Responsibility Act of 1998. Several handouts, including a complete copy of the QH&WRA federal register were distributed.

An overview of the Housing Agency Plan requirements was given by Mr. McLean. Several handouts with information regarding the HAP requirements were distributed. An itemized checklist of the required content of the plan was discussed.

The role of the RAB was discussed at length.

A motion was made, seconded, and duly passed to approve the membership of the RAB as presented (copy attached).

A motion was made, seconded, and duly passed to approve the RAB Administrative Plan as revised during discussion (copy attached).

A motion was made, seconded, and duly passed to elect the following RAB Officers:

Minnie Jones, Chairman;
Ernestina Ellis, Vice-Chairman;
Jeanette Roth, Secretary.

The members agreed to hold regular monthly meetings, so long as they are needed, on the third Tuesday of the month at 10:00 a.m., with the next meeting being scheduled for September 21st.

Mr. McLean advised the committee that planned topics for discussion at the next meeting will include SCCHA's mission statement, Housing Needs; Eligibility, Selection, and Admissions; and Rent Determination.

Minnie Jones, Chairman, adjourned the meeting at approximately 12:00 noon.

Prepared by: _____ Date: August 27, 1999
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

c:\rm\word\mydocuments\housingagencyplan\rabmin8-26-99

Resident Advisory Board Meeting
September 21, 1999
Minutes

The second meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on September 21, 1999 at the SCCHA Central Office, 3rd Floor Conference Room.

The members present are recorded on the attached sign-in sheet.

Larry McLean, SCCHA Management Director, and Effie Smith, Programs Director, represented SCCHA.

A motion was made, seconded, and duly passed to approve the minutes of the September 21st meeting as written.

Mr. McLean asked if there were any questions regarding the material reviewed at the last meeting. There were no questions. Everyone present indicated that they understood the material covered to date.

The SCCHA Mission Statement and Operating Philosophy was reviewed and endorsed as written.

The draft *Housing Needs* section of the Housing Agency Plan was reviewed. Excerpts from the St. Clair County *Comprehensive Housing Affordability Strategy (94-98) and 1995 Consolidated Plan* which address housing needs were distributed to the committee for background purposes. The needs of the three targeted groups---extremely low income, elderly / disabled, and racial ethnicity---were discussed as they pertain to three special population segments---the public housing waiting list, the Section 8 waiting list, and the jurisdiction. The information was presented as shown on the attached tables and described in the attached narrative. It was the consensus of the group that the Housing Needs section adequately and satisfactorily addressed the housing needs of the targeted groups and special populations.

The next meeting was scheduled for 10:00 a.m., Tuesday, October 19th. Minnie Jones, Chairman, adjourned the meeting at approximately 11:45 a.m..

Prepared by: _____ Date: September 27, 1999
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

Resident Advisory Board Meeting
November 16, 1999
Minutes

The monthly meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on November 16, 1999 at the SCCHA Central Office, 3rd Floor Conference Room.

The meeting was called to order by Ernestina Ellis, Vice-Chairman. The members present are recorded on the attached sign-in sheet.

Larry McLean, SCCHA Management Director, and Effie Smith, Programs Director, represented SCCHA and welcomed those in attendance..

A motion was made, seconded, and duly passed to approve the minutes of the October 19th meeting as written.

Mr. McLean asked if there were any questions regarding the material reviewed at the last meeting (Statement of Financial Resources and Section 8 Administrative Plan). Additional information was requested regarding payments for law enforcement services. Mr. McLean explained that SCCHA contracts for supplemental law enforcement services for the areas of Centreville, Brooklyn, and Alorton due to the extensive nature of the drug related crime in these communities. He noted that no operating budget funds are used for this purpose, only special grant funds received under the Public Housing Drug Elimination Program along with some Comprehensive Grant Program (CGP) Management Improvement funds. There were no questions regarding the Section 8 Administrative Plan covered at the last meeting.

The committee reviewed the first twelve sections of the proposed Public Housing Admissions and Continued Occupancy Policy (ACOP). The sections reviewed included Fair Housing; Reasonable Accommodation; Services for Non-English Speaking Applicants and Residents; Family Outreach; Right to Privacy; Required Postings; Taking Applications; Eligibility For Admission; Managing the Waiting List; Tenant Selection and Assignment Plan; Income, Exclusions, and Deductions; and Verifications. There was a great deal of discussion regarding the various provisions in policy. In response to an inquiry regarding the need for the committee if federal law and/or HUD regulation dictates so many of the decisions, Mr. McLean highlighted the areas that were considered basic program requirements and those that involved local policy discretion.

- Continued -

-
The remainder of the ACOP will be covered at the next meeting. Mr. McLean encouraged the members to review the remaining portions of the policy in order to save time at the next meeting.

The next meeting was scheduled for 10:00 a.m., Tuesday, December 21st. Ernestina Ellis, Vice-Chairman, adjourned the meeting at approximately 12:00 noon.

Prepared by: _____ Date: April 16, 2000
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

Resident Advisory Board Meeting
December 21, 1999
Minutes

The monthly meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on December 21, 1999 at Fischer's Restaurant, Belleville, IL.

The meeting was called to order with the members present recorded on the attached sign-in sheet.

Larry McLean represented SCCHA and welcomed those in attendance.

Mr. McLean asked if there were any questions regarding the material reviewed at the last meeting (Sections 1 – 12 of the Admissions and Occupancy Policy). There were no questions, but Mr. McLean highlighted a couple of minor changes/additions made to those sections as a result of internal staff review.

The committee reviewed the remaining sections of the proposed Public Housing Admissions and Continued Occupancy Policy (ACOP). The sections reviewed included Determination of Total Resident Payment and Resident Rent, Community Service Requirements, Recertifications, Unit Transfers, Inspections, Pet Policy, Repayment Agreements, and Termination (of Tenancy).

In addition, the following policies and/or appendix items were reviewed: Service Charge Policy, Collection Procedures, Grievance Policy, Security Deposit Schedule, Utility Allowances, Pet Policy, Flat Rent and Ceiling Rent Schedule.

There was considerable discussion regarding the rent determination methods (flat rent, formula rents, ceiling rents), transfers, and the length of time a resident should be allowed to maintain their apartment when they are not living in it due to medical reasons.

The following agenda items were not acted upon and will be considered at the January meeting:

- a) Minutes of the November 16th meeting;
- b) Proposed Public Housing Lease;
- c) Ban & Bar Policy.

The next meeting is scheduled for 10:00 a.m., Tuesday, January 18th at a location to be determined. Mr. McLean noted that there may be the need to schedule a special meeting in January and/or February due to the volume of material to be covered and the looming deadline for submission of the Agency Plan.

The meeting adjourned at approximately 1:00 p.m.

Prepared by: _____ Date: April 16, 2000
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

Resident Advisory Board Meeting
January 18, 2000
Minutes

The monthly meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on January 18, 2000 at Fischer's Restaurant, Belleville, IL.

The meeting was called to order by Ernestina Ellis, Vice-Chairman, with the members present recorded on the attached sign-in sheet.

Larry McLean represented SCCHA and welcomed those in attendance.

A motion was made, seconded, and passed to approve the minutes of the November 16th and December 21st meetings.

Mr. McLean asked if there were any questions regarding the material reviewed at the last meeting (Sections 12 – 23 of the Admissions and Occupancy Policy, plus the Service Charge Policy, Collection Procedures, Grievance Policy, Security Deposit Schedule, Utility Allowances, Pet Policy, Flat Rent and Ceiling Rent Schedule). There were questions regarding the occupancy standards, the flat rent schedule, and other miscellaneous issues. Mr. McLean responded to each question raised. He also noted the intent to incorporate admissions preference for police and teachers as allowed by HUD regulations.

The committee reviewed and thoroughly discussed the Ban and Bar procedures. There were many questions and comments. Upon completion of the discussion, there was consensus regarding the content of the Ban & Bar Policy.

The proposed Lease Agreement was reviewed and discussed by the committee. Particular attention was given to the sections that have changed from the current lease, especially the sections pertaining to recertifications and rent calculations.

The next meeting is scheduled for 10:00 a.m., Tuesday, February 15th at SCCHA's Central Office.

The meeting adjourned at approximately 1:00 p.m.

Prepared by: _____ Date: April 16, 2000
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

Resident Advisory Board Meeting
February 15, 2000
Minutes

The monthly meeting of the Resident Advisory Board for the St. Clair County Housing Authority's Comprehensive Agency Plan was convened on February 15, 2000 at SCCHA's Central Office in Belleville, IL.

The meeting was called to order by Ernestina Ellis, Vice-Chairman, with the members present recorded on the attached sign-in sheet.

Larry McLean welcomed those in attendance on behalf of SCCHA. Other SCCHA staff in attendance included Tony Vecera, Technical Services / Maintenance Director, David Wright, Construction Manager, and Vince York, Development Specialist.

A motion was made, seconded, and passed to approve the minutes of the January 18th meeting.

Mr. McLean asked if there were any questions regarding the material reviewed at the last meeting (the Ban & Bar Policy and the Lease Agreement). There was a question regarding visitors' pets. The "Pet Policy" section of the Admissions and Continued Occupancy Policy (ACOP) was reviewed and it was noted that it was a violation for visitors' pets to be on the the leased premises. The inherent difficulties in enforcing this lease provision was discussed.

Tony Vecera reviewed the Maintenance Plan with the committee, responding to any questions raised.

The Emergency Service Guidelines were reviewed and discussed. There were several questions regarding what constitutes an emergency. The reality that many contract service companies do not respond on Saturdays and Sundays was noted. Mr. Vecera mentioned that many conditions are not completely repaired during an emergency response; rather the emergency condition is abated and then the repairs are completed during regular working hours.

Mr. Vecera highlighted the Infestation Prevention Plan. The difficult challenge in keeping insects / bugs under control in multi-family dwellings was discussed. The need periodically "bomb" the crawl spaces in the Millstadt development was noted.

The Five Year Capital Improvement Plan was reviewed year by year, item by item. There were many questions and comments. SCCHA's strategy of prioritizing the exterior envelope work (roof, walls, etc.) of the various properties was presented. The major problems facing the two Belleville Senior Hi-Rises (moisture) and the 30-1 development in Brooklyn were noted. Ms. Ellis asked about the timing of interior work at Amber Court, Belleville. It was noted that this work was not scheduled during the next five year planning cycle due to more urgent work.

Mr. McLean briefed the committee on plans to construct a new Family Resource Center in the Private Mathison Manor development using re-programmed funds from current CGP allocations.

The next meeting is scheduled for 10:00 a.m., Tuesday, March 21st at SCCHA's Central Office.

The meeting adjourned at approximately 11:30 a.m.

Prepared by: _____ Date: April 16, 2000
Larry McLean, Management Director

Authorized by: _____ Date: _____
Jeanette Roth, Secretary

c:\rm\word\mydocuments\housingagencyplan\rabmin02-15-00

Resident Advisory Board

10:00 a.m., Tuesday

March 21, 2000

AGENDA

1. Call to Order – Chairman, Minnie Jones
2. Approval of Minutes from February 15th meeting – Jeanette Roth
3. Questions Regarding Material Covered at Last Meeting (Maintenance Plan, Emergency Service Guidelines, Infestation Prevention Plan, Capital Improvements Plan)
4. Agency Plan (Annual and Five Year)
5. Next Scheduled Meeting Date --- Undetermined
6. Adjournment (by 12:00 noon) --- Minnie Jones, Chairman

**Minutes of the General Resident Meeting
Thomas Terry Apts., Brooklyn
1:30 p.m., Monday, March 13, 2000**

The residents and others in attendance are listed on the attached attendance roster. The Mayor of Brooklyn, the Honorable Ruby Cook was in attendance.

Larry McLean, SCCHA Management Director, welcomed everyone and expressed his appreciation for their attendance. He extended a special thank you to the Resident Council Officers for their extra efforts to encourage attendance (distribution of a special notice, providing refreshments, etc.).

The proposed Agency Plan for the St. Clair County Housing Authority (SCCHA), including the Capital Funds Program and Public Housing Drug Elimination Program was reviewed. The proposed Public Housing Lease and Admissions and Continued Occupancy Policy (ACOP) were also reviewed.

In reviewing the **ACOP and Lease**, Mr. McLean made specific reference to the changes listed below.

Admissions and Continued Occupancy Policy:

- **Section 2 Reasonable Accommodation** (page 4) --- new language to comply with applicable laws regarding accommodations for persons with disabilities.
- **Section 8 Eligibility for Admissions** (page 9) ---incorporates suggested language regarding types of households determined eligible and expanded grounds for denial. Two significant mandated denials include *“live-time” denials for:*
 - Persons convicted of manufacturing methamphetamines
 - Lifetime registrants under State Sex Offenders registration programs
- **Section 10 Resident Selection and Assignment** (page 20)
 - Incorporates a 2 point preference for Greatest Housing Need, which will be awarded to applicants not currently receiving federal housing assistance as the head of household, co-head, or spouse.

Note: HUD eliminated the mandated federal “need” based preferences previously and we already have discontinued their use locally.

- Incorporates statutory requirement that at least 40% of annual admissions be families with annual incomes at or below 30% of area median income (see 10.3 – page 23).

Note: This provision is expected to have minimal impact since virtually all families that apply fall in the targeted category.

- Deconcentration Policy (10.4, page 23) --- provides flexibility to encourage income mixing of properties.
- Security Deposits (page 26) --- increase security deposits for families as described. No change for elderly households.
- Re-Admission (page 28)--- allows management to re-admit (by-passing waiting list) within 12 months households that vacate in good-standing (designed to benefit seniors and working families)
- Absence From Unit Due to Medical Reasons --- Limits to 6 months the period of time a resident can be absent from the unit due to medical reasons.
- **Section 11 Income, Exclusions, and Deductions** --- Paragraph 11 (page 33) incorporates required exclusion of incremental income due to employment for 12 months for targeted families
- **Section 13 Rent Determinations** (page 41) --- Incorporates mandated “family choice” rent options.
 - Flat Rent (see Appendix K)
 - Formula Based Rent (traditional rent calculation method)
 - Ceiling Rent (see Appendix K)
 - Minimum Rent (13.3, page 42) ---establishes minimum monthly rent of \$50 (before utility allowance)
- **Section 14 Community Service** (page 46) ---incorporates mandated 8 hours of community service monthly for those households not excluded due to employment, age, and/or disability.
- **Section 15 Recertification** (page 49) --- establishes:
 - 3 year certification cycle for “Flat Rent” households
 - Eliminates requirement to report increase in income between annual recertification for formula based and ceiling rent households

- Excludes reduction in household's rent due to loss of income resulting from sanctioned TANF benefits due to family's failure to comply with employment / training requirements (15.6, page 52)
- **Section 16 – Transfers** (page 55) --- incorporates a “need based” criteria for tenant initiated transfer requests with minimum non-refundable fee.
- **Section 19 Repayment Agreements** (page 65) --- establishes guidelines pertaining to terms and conditions of repayment agreement, including establishing fees for the service.
- **Section 21 Service Charge Policy** ---expands the list of “fixed charge” items (as opposed to time and material) and establishes a specific hourly billing rate.

Lease Agreement

- The lease has been revised to incorporate all of the policy changes enumerated above.
- Special Note Regarding Pets ---the law mandates that all public housing households have the right to own pets, subject to reasonable housing authority restrictions and HUD guidelines. HUD has not issued guidance notice and the issue is on hold. The ACOP contains the previous “elderly only“ restrictions and will have to be revised upon issuance of the HUD notice. The lease is written to allow pets “only with management’s written permission” and no further revision is anticipated. In the interim, management will continue to administer “elderly only” pet provisions.
- Resident allowed to operate “home-based” business with limitations and restrictions (page 5, item 9.d)
- Resident required to designate “Executor” in the event of death / incapacitation (see paragraph 27, page 9)

The **Agency Plan** was reviewed for items not discussed previously. Considerable discussion ensued regarding the Capital Improvements Plan. Mayor Cook questioned the necessity of keeping the two dwelling units off-line. Mr. McLean explained that one (the 5 bedroom unit) was being used as the Family Resource Center and another (a two bedroom unit) as the Resident Council Office. Mayor Cook noted the need for housing and suggested that these units be returned to the public housing inventory as soon as possible. Mr. McLean responded that the five year plan included plans to expand the community center so that it could house both activities, but noted that this was in the “out years” of the plan ---year 5 and beyond.

The Mayor also questioned plans to restore playground equipment to the development. Mr. McLean responded by noting the vandalism that the Housing Authority has experienced in regards to playgrounds. The only successful approach has been to design playgrounds where access can be controlled (i.e. fenced area adjoining a community center). Mr. McLean noted that the Brooklyn development (30-1) was scheduled for major work in year 2 and beyond in the Five Year Plan and that the issue of a playground could be further discussed when the actual improvements are planned. The Mayor's comments were taken under advisement.

A resident expressed an interest in the privacy fences being restored as part of any future modernization work. Mr. McLean noted that the Housing Authority has been moving away from privacy fences due to maintenance and security concerns. Mr. McLean again indicated that the fence issue could be resolved once the planning process for specific improvements in Brooklyn was initiated. He did, however, note that SCCHA's primary objective is to ensure the structural integrity of the properties (i.e. roofs, exterior walls, etc.). Once this is accomplished, items such as playgrounds, fences, and community room expansion can be considered---subject of course to the availability of funds.

The Public Housing Drug Elimination Program was discussed. SCCHA's approach to use 60% of available funds for supplemental law enforcement and 40% for prevention programs was noted. Mayor Cook requested that some of the law enforcement funds be made available to Brooklyn. Mr. McLean noted that only a limited amount of funding is available and SCCHA must utilize the funds to target the locations most impacted by drug and drug-related crime. While Brooklyn is commonly recognized to have a serious drug crime problem, it was also noted that most of these crimes occur in the business district and not in the public housing development. The Centreville developments, which total over 400 units, experience a much more serious drug related criminal problem. The prevention programs were discussed also, with the resident council officers expressing an interest in future prevention program contracts.

SCCHA's plans to develop a **Homebuyer Assistance Program** was noted and was well received everyone in attendance.

The meeting concluded with some general discussion regarding a wide variety of matters pertaining to Housing Authority operations.

Prepared by: _____ March 14, 2000
Larry R. McLean, Management Director

**Minutes of the General Resident Meeting
Bel-Plaza II Apts., Belleville
1:30 p.m., Wednesday, March 15, 2000**

The residents and others in attendance are listed on the attached attendance roster.

Larry McLean, SCCHA Management Director, welcomed everyone and expressed his appreciation for their attendance.

Mr. McLean acknowledged the presence of **Ms. Mary Miller**, Service Coordinator, Programs & Services For Older Persons.

The proposed Agency Plan for the St. Clair County Housing Authority (SCCHA), including the Capital Funds Program and Public Housing Drug Elimination Program was reviewed. The proposed Public Housing Lease and Admissions and Continued Occupancy Policy (ACOP) were also reviewed.

In reviewing the **ACOP and Lease**, Mr. McLean made specific reference to the changes listed below.

Admissions and Continued Occupancy Policy:

- **Section 2 Reasonable Accommodation** (page 4) --- new language to comply with applicable laws regarding accommodations for persons with disabilities.
- **Section 8 Eligibility for Admissions** (page 9) ---incorporates suggested language regarding types of households determined eligible and expanded grounds for denial. Two significant mandated denials include *“live-time” denials for:*
 - Persons convicted of manufacturing methamphetamines
 - Lifetime registrants under State Sex Offenders registration programs
- **Section 10 Resident Selection and Assignment** (page 20)
 - Incorporates a 2 point preference for Greatest Housing Need, which will be awarded to applicants not currently receiving federal housing assistance as the head of household, co-head, or spouse.

Note: HUD eliminated the mandated federal “need” based preferences previously and we already have discontinued their use locally.

- Incorporates statutory requirement that at least 40% of annual admissions be families with annual incomes at or below 30% of area median income (see 10.3 – page 23).

Note: This provision is expected to have minimal impact since virtually all families that apply fall in the targeted category.

- Deconcentration Policy (10.4, page 23) --- provides flexibility to encourage income mixing of properties.
- Security Deposits (page 26) --- increase security deposits for families as described. No change for elderly households.
- Re-Admission (page 28)--- allows management to re-admit (by-passing waiting list) within 12 months households that vacate in good-standing (designed to benefit seniors and working families)
- Absence From Unit Due to Medical Reasons --- Limits to 6 months the period of time a resident can be absent from the unit due to medical reasons.
- **Section 11 Income, Exclusions, and Deductions** --- Paragraph 11 (page 33) incorporates required exclusion of incremental income due to employment for 12 months for targeted families
- **Section 13 Rent Determinations** (page 41) --- Incorporates mandated “family choice” rent options.
 - Flat Rent (see Appendix K)
 - Formula Based Rent (traditional rent calculation method)
 - Ceiling Rent (see Appendix K)
 - Minimum Rent (13.3, page 42) ---establishes minimum monthly rent of \$50 (before utility allowance)
- **Section 14 Community Service** (page 46) ---incorporates mandated 8 hours of community service monthly for those households not excluded due to employment, age, and/or disability.
- **Section 15 Recertification** (page 49) --- establishes:
 - 3 year certification cycle for “Flat Rent” households
 - Eliminates requirement to report increase in income between annual recertification for formula based and ceiling rent households

- Excludes reduction in household's rent due to loss of income resulting from sanctioned TANF benefits due to family's failure to comply with employment / training requirements (15.6, page 52)
- **Section 16 – Transfers** (page 55) --- incorporates a “need based” criteria for tenant initiated transfer requests with minimum non-refundable fee.
- **Section 19 Repayment Agreements** (page 65) --- establishes guidelines pertaining to terms and conditions of repayment agreement, including establishing fees for the service.
- **Section 21 Service Charge Policy** ---expands the list of “fixed charge” items (as opposed to time and material) and establishes a specific hourly billing rate.

Lease Agreement

- The lease has been revised to incorporate all of the policy changes enumerated above.
- Special Note Regarding Pets ---the law mandates that all public housing households have the right to own pets, subject to reasonable housing authority restrictions and HUD guidelines. HUD has not issued guidance notice and the issue is on hold. The ACOP contains the previous “elderly only“ restrictions and will have to be revised upon issuance of the HUD notice. The lease is written to allow pets “only with management’s written permission” and no further revision is anticipated. In the interim, management will continue to administer “elderly only” pet provisions.
- Resident allowed to operate “home-based” business with limitations and restrictions (page 5, item 9.d)
- Resident required to designate “Executor” in the event of death / incapacitation (see paragraph 27, page 9)

The **Agency Plan** was reviewed for items not discussed previously. Considerable discussion ensued regarding the Capital Improvements Plan. Mr. McLean noted that \$350,000 in improvements for the Bel-Plaza II Building was proposed for Year 1 (for patio door replacement, wall system repair, and window replacement) and \$428,000 in year 2 (for flooring, appliances, wall repair, doors, heat pumps, water heaters, etc.). A resident asked if the exterior trash room doors were scheduled for replacement. Mr. McLean noted that they were not specifically listed in the plan, but might be included in the broad category of door replacement. The need to replace / repair the doors would be noted.

The Public Housing Drug Elimination Program was discussed. SCCHA's approach to use 60% of available funds for supplemental law enforcement and 40% for prevention programs was noted.

SCCHA's plans to develop a **Homebuyer Assistance Program** was noted and was well received everyone in attendance, as was the **goal of designating the Bel-Plaza I Building as Senior Citizens Only.**

The meeting concluded with some general discussion regarding a wide variety of matters pertaining to Housing Authority operations.

Prepared by: _____ March 16, 2000
Larry R. McLean, Management Director

lrm\c:\msword\minutesbl2