

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

Terre Haute Housing Authority

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2000

**NOTE: THIS PLAN TEMPLATE HAS BEEN COMPLETED IN ACCORDANCE WITH INSTRUCTIONS
LOCATED IN APPLICABLE PIH NOTICES.**

**PHA Plan
Agency Identification**

PHA Name: Housing Authority of the City of Terre Haute

PHA Number: IN021

PHA Fiscal Year Beginning: 10/2000

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.

X The PHA's mission is to provide decent, safe, sanitary and affordable housing to persons or families of low-income who cannot achieve such without assistance from the public sector.

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.

X PHA Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

X Reduce public housing vacancies:

Leverage private or other public funds to create additional housing opportunities:

X Acquire or build units or developments

Other (list below)

- X PHA Goal: Improve the quality of assisted housing**
- Objectives:**
- X Improve public housing management: (PHAS score)**
- X Improve voucher management: (SEMAP score)**
- X Increase customer satisfaction:**
- X Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)**
- X Renovate or modernize public housing units:**
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

- X PHA Goal: Increase assisted housing choices**
- Objectives:**
- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- X 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: (list below)

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

- X 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:
- X Implement public housing security improvements:**
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

Other: (list below)

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

X PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

X Increase the number and percentage of employed persons in assisted families:

X 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: (list below)

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

X 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:

X 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:

X 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.

X 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)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

No Executive Summary was deemed necessary.

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>Page #</u>
Annual Plan	
i. Executive Summary	n/a
ii. Table of Contents	
1. Housing Needs	
2. Financial Resources	
3. Policies on Eligibility, Selection and Admissions	
4. Rent Determination Policies	
5. Operations and Management Policies	
6. Grievance Procedures	
7. Capital Improvement Needs	
8. Demolition and Disposition	
9. Designation of Housing	

10. Community Service Programs
11. Crime and Safety
12. Pets (Inactive for January 1 PHAs)
13. Civil Rights Certifications (included with PHA Plan Certifications)
14. Audit
15. Asset Management
16. Other Information

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.

Attachment A = 2000Plan.doc (includes everything)

Required Attachments:

- Admissions Policy for Deconcentration**
- FY 2000 Capital Fund Program Annual Statement**
- 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
X	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	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	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.	
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
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
X	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 type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	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
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	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
	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
	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
	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.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	883	5	4	3	1	1	1
Income >30% but <=50% of AMI	693	5	4	3	1	1	1
Income >50% but <80% of AMI	490	5	3	3	1	1	1
Elderly	1424	5	5	3	1	1	1
Families with Disabilities	75	3	5	3	3	1	1
WHITENONHISPANIC	1742	5	4	3	1	1	1
BLACKNONHISPANIC	233	5	4	3	1	1	1
HISPANIC	25	5	4	3	1	1	1
Race/Ethnicity	N/A						

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.)

X Consolidated Plan of the Jurisdiction/s
Indicate year: 1999

X 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.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
X Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	402		25%
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children	193	48%	
Elderly families	030	7%	
Families with Disabilities	070	19%	
Race/ethnicity	N/A		
Race/ethnicity	N/A		
Race/ethnicity	N/A		

Housing Needs of Families on the Waiting List			
Race/ethnicity	N/A		
Characteristics by (Public Housing Only)			
1BR	209	52%	25%
2 BR	131	33%	25%
3 BR	50	12%	25%
4 BR	12	3%	25%
5 BR	0	0	
5+ BR	0	0	
<p>Is the waiting list closed (select one)? X No</p> <p>If yes:</p> <p>How long has it been closed (# of months)?</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? X No <input type="checkbox"/> Yes</p>			

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

X 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

X 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

X Pursue housing resources other than public housing or Section 8 tenant-based assistance.

- Other: (list below)

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

X 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

X **Employ admissions preferences aimed at families who are working**

X **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

X **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 **NOT APPLICABLE**

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.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	1,700,000	
b) Public Housing Capital Fund	1,580,849	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,500,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	199,883	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)	0	
3. Public Housing Dwelling Rental Income	1,400,000	
4. Other income (list below)		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
4. Non-federal sources (list below)		
IMPACT PROGRAM	460,000	
Total resources	7,840,732	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

SEE ATTACHMENT A

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)
- X** **When families are within a certain time of being offered a unit:
i.e. 30 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)?

X **Criminal or Drug-related activity**

Rental history

Housekeeping

Other (describe)

c. X Yes Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. X Yes Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. X 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

Other (describe)

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

PHA main administrative office

PHA development site management office

Other (list below)

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?

None

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)

X One

Two

Three or More

b. **X 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 (SEE ATTACHMENT A)

a. Income targeting:

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

c. Preferences

- 1. X Yes :** 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)
- X Victims of domestic violence**
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

X 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

X 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)

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.

1 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

2 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
- Residents who live and/or work in the 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
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

The PHA applies preferences within income tiers

X 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)

X The PHA Lease

X The PHA Admissions and 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

X Any time family composition changes

At family request for revision

Other (list)

(6) Deconcentration and Income Mixing

a. X 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. X 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:

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

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

- Other (list policies and developments targeted below)

d. X 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 de-concentration 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)

X Not applicable: results of analysis did not indicate a need for such efforts

- List (any applicable) developments below:

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)

X 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)

b. X Yes: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. X Yes : Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. X 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)

(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 (list below)

(3) Search Time

- a. **X Yes :** Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

- a. Income targeting

X 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. X YES: 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)

X 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) (list below)

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.

1 Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

2 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
- Veterans and veterans' families
- 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
- Other preference(s) (list below)

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

X 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

X 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)

X 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?

X Through published notices

- Other (list below)

4. PHA Rent Determination Policies (SEE ATTACHMENT A)

[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)

X 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
- X \$26-\$50**

2. X 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?
2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:
- 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)

X 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)

X 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 DECREASE

Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____

Other (list below)

g. **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 (SAME AS CEILING 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 sub-market**
- To increase housing options for families**
- Other (list below)

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

- Annually**
- Other (list below)

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

X 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

X \$26-\$50

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

5. Operations and Management (SEE ATTACHMENT A)

[24 CFR Part 903.79 (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)

X An organization chart showing the PHA’s management structure and organization is attached.

X A brief description of the management structure and organization of the PHA follows:

(SEE ATTACHMENT A)

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.)

	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	867	25%

Section 8 Vouchers	732	25%
Section 8 Certificates	25	
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

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)

(SEE ATTACHMENT A)

(2) Section 8 Management: (list below)

(SEE ATTACHMENT A)

6. PHA Grievance Procedures (SEE ATTACHMENT A)

[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. X 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. X 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 (state name)

-or-

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

**Capital Fund Program Annual Statement
Parts I, II, and II
Annual Statement**

**Capital Fund Program (CFP) Part I: Summary
Capital Fund Grant Number IN36-P021-70900
FFY of Grant Approval: (09/2000)**

X Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	85,000
4	1410 Administration	50,000
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	0
8	1440 Site Acquisition	
9	1450 Site Improvement	500,000
10	1460 Dwelling Structures	655,849
11	1465.1 Dwelling Equipment-Nonexpendable	60,000
12	1470 Non-dwelling Structures	80,000
13	1475 Non-dwelling Equipment	150,000

14	1485 Demolition	0
15	1490 Replacement Reserve	0
16	1492 Moving to Work Demonstration	0
0	1495.1 Relocation Costs	0
18	1498 Mod Used for Development	0
19	1502 Contingency	0
20	Amount of Annual Grant (Sum of lines 2-19)	1,580,849
21	Amount of line 20 Related to LBP Activities	0
22	Amount of line 20 Related to Section 504 Compliance	0
23	Amount of line 20 Related to Security	0
24	Amount of line 20 Related to Energy Conservation Measures	300,000

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
ALL	Building/Unit Rehabilitation	1460	650,000
003/4A	Electrical Upgrade	1450	300,000
003/4A	Site Improvement (electrical)	1450	200,000
ALL	DWELLING EQUIPMENT-NONEXP	1465	60,000
ALL	NON-DWELLING STRUCTURES	1470	80,000
ALL	NON-DWELLING EQUIPMENT	1475	150,000
ALL	MANAGEMENT IMPROVEMENTS	1408	85,000
ALL	ADMINISTRATION	1410	50,000

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
All	09/30/2000	09/30/2000

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Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
21-1	LOCKPORT	15	15%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
BUILDING/UNIT REHAB			500,000	2001
BUILDING/UNIT REHAB			500,000	2004
BUILDING/UNIT REHAB			500,000	2005
Total estimated cost over next 5 years			1,500,000	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
21-2/4B	MARGARET AVENUE	10	10%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
BUILDING/UNIT REHAB			500,000	2003
Total estimated cost over next 5 years			1,000,000	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
21-3/4A	DREISER SQUARE	10	2%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
ELECTRICAL UPGRADE			325,000/YR	2001THRU2005
SITE IMPROVEMENTS			500,000	2001THRU2005
Total estimated cost over next 5 years			2,125,000	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
21-5A	GARFIELD TOWERS	5	3%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
BUILDING/UNIT REHAB			200,000	2000
Total estimated cost over next 5 years			200,000	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
21-5B	MACMILLAN SQUARE	2	10%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
COMMUNITY CENTER REHAB			250,000	2000
Total estimated cost over next 5 years			250,000	

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.

- X 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
- X 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:
- X 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:
- X 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. **X 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

- X 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. **X 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:	
1b. Development (project) number:	
2. Designation type:	Occupancy by only the elderly <input 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 type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	<u>(DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one)	

<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> 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. **X 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

X Yes : 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)

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. **X 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. **X 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:

X Yes : 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? 07/01/98

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

X Client referrals

Information sharing regarding mutual clients (for rent determinations and otherwise)

X 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)

X Public housing rent determination policies

X Public housing admissions policies

X Section 8 admissions policies

Preference in admission to section 8 for certain public housing families

X 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

X Yes : 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)
<i>FSS</i>	<i>100</i>	<i>Other</i>	<i>FSS Office</i>	<i>Both</i>

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	50
Section 8	0	100

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

THHA is an administering agency for the State of Indiana TANF program. As such, all active residents that qualify for TANF are subject to its community service requirements, which are the same as those required by QWHRA.

Residents subject to these requirements will self-monitor their obligations and present to management fulfillment documentation at annual re-certification. Non-compliance will result in a one-time work-out agreement that will be structured according to each family's particular situation.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (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)

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

Lockport Margaret Avenue

McMillan Square

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)**

COMMUNITY POLICING

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

Same as Above

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)

Lockport Margaret Avenue

McMillan Square

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.

- X Yes:** Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- X Yes :** Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- X Yes :** This PHDEP Plan is an Attachment.

(Attachment Filename: IN021b01.doc__)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications (SEE ATTACHMNET A)

[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. **X Yes** : 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. **X Yes** : Was the most recent fiscal audit submitted to HUD?
3. **X 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. **X 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)
X Not applicable
 Private management
 Development-based accounting
 Comprehensive stock assessment
 Other: (list below)
3. **X 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. X 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 (File name)

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)

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

1. X 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. X 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

X Other: (describe) APPOINTED BY THE MAYOR

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: **CITY OF TERRE HAUTE, INDIANA**

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)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

See (3) above

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

ATTACHMENT A	IN021a01	
	ADMINISTRATIVE POLICIES & PROCEDURES	
ATTACHMENT B	IN021b01	FY2000 PHDEP
ATTACHMENT C	IN021c01	CERTIFICATIONS

PHA Certifications of Compliance with the PHA Plans and Related Regulations

Board Resolution 2000-10

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year Plan and Annual Plan for PHA fiscal year beginning October 1, 2000, hereinafter referred to as the Plan of which this document is a part and make the following certifications and agreements with the Department of Housing Development (HUD) in connection with the submission of the Plan and implementation thereof:

- 1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.**
- 2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.**
- 3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.**
- 4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.**

5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
10. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the "Plan Requirements" and "Grantee Performance Requirements" as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:

Baseline law enforcement services for public housing developments assisted under the PHDEP plan;

Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);

Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;

Coordination with other law enforcement efforts;

Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and

All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.

14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

15. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

17. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).

21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

22. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the City of Terre Haute IN021

PHA Name

PHA Number

Chairman of the Board

Date

44
PHA Plan
Table Library

SEE COMPONENT 7 - CAPITAL FUND

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management

Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>
		NOT APPLICABLE						

**ADMINISTRATIVE POLICIES AND PROCEDURES
FOR
PUBLIC HOUSING PROPERTY MANAGEMENT
SECTION 8 ADMINISTRATION
AFFIRMATIVE MARKETING**

**HOUSING AUTHORITY OF THE CITY OF TERRE
P.O. BOX 3086, ONE DREISER SQUARE
TERRE HAUTE, VIGO COUNTY, INDIANA 47803**

THIS DOCUMENT COVERS ALL UNITS IN ALL PROGRAMS

Patrick J. Barder - Executive Director

Date

**ADOPTED BY THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE**

RESOLUTION 2000 - 4

U.S. Department of Housing
and Urban Development

Certification for a Drug-Free Workplace

HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE

ALL SITES/ALL PROGRAMS

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

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

- a. Publishing a statement notifying employees that the un-lawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work-place and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees ---
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

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

ALL SITES/ALL PROGRAMS

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

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

PATRICK J. BARDER

EXECUTIVE DIRECTOR

Signature

Date

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

The Housing Authority of the City of Terre Haute hereby assures and certifies that:

(I) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part 1) which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will immediately take any measures necessary to effectuate this agreement.

With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of property, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(II) It will comply with the Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act), which prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(III) It will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance.

(IV) In establishing the criteria for the selection of tenants, the HA or Owner will not utilize preferences or priorities which are based on (1) the identity or location of the housing which is occupied or proposed to be occupied or (2) upon the length of time the applicant has resided in the jurisdiction. The HA or Owner shall treat non-resident applicants who are working, or have been notified that they are hired to work, in the jurisdiction as residents of the jurisdiction.

(V) If the proposed project is to be located within the area of a local Housing Assistance Plan (HAP), the applicant will take affirmative action to provide opportunities to participate in the program to persons expected to reside in the community as a result of current or planned employment.

(VI) Comply with the Executive Order 11246 and all regulations pursuant thereto (41CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to insure equal employment opportunity. HA or Owner will incorporate, or cause to be incorporated, into any contract for construction work for \$10,000 and over, as defined in Section 130.5 of HUD regulations, the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

(VII) If applicable, comply with Section 3 of the Housing and Urban Development Act, as amended (12USC170lu) and regulations pursuant thereto (24 CF Part 135), which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the project.

(VIII) Comply with any rules and regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, 29USC 794, and Executive Order 11914. (Prohibits discrimination based on handicap in programs receiving Federal financial assistance.)

(XI) Comply with the Age Discrimination Act of 1975 which prohibits discrimination based on age in programs receiving Federal financial assistance.

(X) The Terre Haute Housing Authority has a DDT number that hearing impaired applicants/tenants/participants can use to communicate with the staff. The number is publicized through newsletters, on letterhead, etc.

(XI) Fair housing logos are displayed at all offices of the Terre Haute Housing Authority and on advertisements.

Executive Director

Date

I. EQUAL OPPORTUNITY OBJECTIVES

E.

F.

OBJECTIVE I

OUTREACH TO LOWER-INCOME FAMILIES

1. Media to be used: Newspaper: Tribune-Star;

2. Other suitable means to be used to publicize program: Letters/brochures to local social service agencies, churches, civic groups, and offices who deal with prospective eligible applicants. We will encourage these agencies and groups to publicize the programs in their newsletters.

OBJECTIVE II PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

1. Media to be used to notify owners about the program(s): Tribune-Star;
2. Actions to encourage participation by owners of units outside low-income and minority areas: members of HA staff meet regularly with the Apartment Association, Board of Realtors and other local groups who have members who are or have contact with local landlords.
3. New and prospective landlords and owners will be oriented to the program requirements including equal opportunity during briefing sessions that will be conducted by staff. A Fair Housing brochure and complaint form is included in each Certificate/Voucher Packet.
4. We maintain a listing of available housing units at our Central Office. A map of Vigo County is displayed in our office, which indicates where our Section 8 Existing units are located. Housing Certificate/Voucher units will also be listed here. Another map indicates the location of all programs administered by the HA.
5. Our staff is always available to discuss the program with a landlord who is reluctant to participate in the program. We can provide sample forms and information regarding Housing Quality upon request.
6. Actions taken to promote broadest geographical choice in selection of units by Section 8 recipients, if any. Our Section 8 program constitutes units in most areas of the city.
7. Geographical areas in which HA Certificates may be used: Terre Haute and Vigo County.

OBJECTIVE III ENSURING EQUAL OPPORTUNITY TO APPLICANTS FOR PARTICIPATION IN THE HA'S HOUSING PROGRAMS

1. Applications for all housing programs will be accepted at the Central Office.
2. Applications will be entered on the appropriate waiting list(s) to be selected for placement by date of application and other preferences, WHICH ARE KEPT TO AN ABSOLUTE MINIMUM, as listed in the Administrative Plan.

OBJECTIVE IV UTILIZATION OF A LOCAL FAIR HOUSING ORGANIZATION OR ORGANIZATION SERVING THE HANDICAPPED

1. THHA maintains adequate working relationships with United Cerebral Palsy of the Wabash Valley and Hamilton Center to meet the housing needs of all of the disabled people in our jurisdiction.

II. DETERMINATION OF ELIGIBILITY AND SELECTION OF FAMILIES

A. Qualifications

1. The applicant head of household and/or spouse
 - a. must have attained the age of 18 or has been emancipated through court according to State Law 31-6-4-15.7
 - b. must have custody of the dependents at least 80 percent of the time as verified by court documents in order for the dependants to be considered a “full” time family member when determining income and deductions.

NOTE: Foster Children are permitted if it does not cause overcrowding but are not taken into consideration when determining bedroom size or rent. Foster children do not warrant allowable deductions except for childcare costs.

2. Either the applicant head or spouse is at least 62 years of age
3. An applicant family will be given placement priority if the head or spouse is
 - a. eligible, by age, to receive an old age benefit under the Social Security Act;
 - b. displaced by law, government action, or domestic violence
 - c. handicapped with a physical, mental or emotional impairment that is
 - (1) expected to be of long-continued and indefinite duration
AND
 - (2) substantially impedes his/her ability to live independently
AND
 - (3) is of such a nature that such ability could be improved by more suitable housing conditions.
 - d. A disabled head or spouse who is:
 - (1) unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; OR
 - (2) at least 55 years of age and is blind AND unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time; OR
 - (3) afflicted with a severe chronic disability that is attributable to a mental or physical impairment or combination of mental and physical impairments that manifest before the person attains age 22 and is likely to continue indefinitely AND
 - (4) results in substantial functional (limitation in three or more of the following areas of major life activity: self-care, receptive and responsive language, learning, mobility; self-direction; capacity for independent living, and economic self-sufficiency and reflects the person’s need for a combination and sequence of special, interdisciplinary or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated. OR
 - (5) receives Social Security Disability or SSI benefits.

(6) is a remaining member of a tenant family and he/she has

- (1) signed the lease and the HA considers him/her to be a suitable tenant
- (2) did not sign the lease but the HA is willing to enter into lease with him/her.

(SPECIAL NOTES)

If a family requires a care attendant for any disabled or handicapped family member, the attendant must

- a. be determined by the HA to be essential to the care and well-being of the person; AND
- b. not be obligated to support the family member; AND
- c. not be living in the unit except to provide necessary supportive services; and, AND
- d. not be required to share a bedroom. (A care attendant will not be listed on the lease and will not be eligible for continued occupancy as a remaining family member. The income of a care attendant is not counted in total family income.)

If an applicant qualifies as both handicapped and disabled, they are not considered to be any more of an elderly family.

Applicants who do not receive disability benefits but meet the definition are eligible for qualifying as a disabled applicant.

Disabled veterans must meet the Social Security Act disability guidelines definition.

After admission, the family or individual must continue to qualify in order to remain eligible for elderly and medical deductions. Eligibility for continued occupancy can still be maintained without the disability/handicapped definition being met.

When there are changes in family composition, a transfer will be considered to an appropriate size unit.

B. Determination of Annual Income

1. Annual income is the anticipated total income from all sources received by the Family head and spouse (even if TEMPORARILY absent) and by each additional member of the Family, including all net income derived from assets in excess of \$10,000, for the 12 month period following the effective date of initial determination or reexamination, exclusive of income that is temporary, nonrecurring or sporadic.

2. 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; and

b. the net income from operation of a business or profession, including self-employment (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets may be deducted, based on straight line depreciation, as provided in IRS regulations.

Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family; and

c. interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness shall not be deducted to determine the net income.)

An allowance for depreciation is permitted only as authorized above. Where the Family has Net Family Assets in excess of \$10,000, annual Income shall include the greater of the actual income derived from all Net Family Assets or the current passbook savings rate, as determined by HUD; and

d. the full amount of periodic payments received from social security (if reduced because of previous overpayment, the actual amount received should be counted), annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for the delayed start of a periodic unemployment or welfare payment (lump sum payments from Social Security are not counted); and

e. payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; and

f. TANF - Temporary Assistance to Needy Families; and

g. periodic and determinable allowances such as alimony and child support payments, and regular gifts or contributions received from persons not residing in the dwelling; and

h. all regular pay, special pay and allowances of a member of the Armed Forces (whether or not they are living in the dwelling) who is the head of the Family, spouse, or other person whose dependents are residing in the unit.

3. Annual Income DOES NOT INCLUDE such temporary, non-recurring or sporadic income as the following:

a. casual, sporadic or irregular gifts;

b. amounts that are specifically for reimbursement of the cost of medical expenses;

c. lump-sum additions to Family assets, such as inheritances, delayed periodic Social Security or SSI, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

d. amounts of educational grants, scholarships or work-study programs paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, materials, supplies, transportation, miscellaneous personal expenses and equipment.

e. proceeds from loans;

f. the hazardous duty pay to a Family member in the Armed Forces away from home and exposed to hostile fire.

4. In addition, Annual Income DOES NOT include:

a. any earned income of children (including foster children) under the age of 18;

b. any payment received for the care of foster children;

c. any amount specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.

These exclusions include:

(1) relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

(2) the value of the allotment provided to an eligible household for coupons under the Food Stamp Program.

(3) payments to volunteers under the Domestic Volunteer Service Act of 1973 (i.e., Foster Grandparents, R.S.V.P.).

(4) payments to individuals under Title V of the Older Americans Act of 1965 (SCSEP, Green Thumb, NCOA, Senior Aids, US Forest Services, NCBA-National Caucus for Black Aged, Urban League, National Association for Spanish Elderly).

(5) amounts paid through training programs funded through the Workforce Investment Board (WEB) or resident initiatives programs.

(6) income of a live-in aide or care attendant as outlined in Section A.

(7) all other exclusions from income that may be published from time to time as a result in changes in Federal law.

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

Income of a family member confined to a nursing home or hospital on a long term basis can be treated one of two ways:

- (1) include the income and take any deductions for which the individual would qualify; or
- (2) remove the family member's name from the lease and exclude the income and do not take any deductions for the individual. The method that is most advantageous for the family should be used.

6. Adjusted Income equals Annual Income less:

a. \$480 for each dependent in the household (excluding foster children) other than the Family head or spouse, who is under 18 years of age or is disabled or handicapped or is a full-time student (a full time student is defined as 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.)

b. \$400 for an elderly family (a Family whose head or spouse is a person who is elderly, handicapped or disabled). It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care or well being. Only one deduction per family even though one or more family members are elderly, disabled or handicapped.

c. for any family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income but 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 Handicapped or Disabled Person;

d. for any elderly family:

(1) that has **NO** Handicapped Assistance Expenses, (expense directly attributable to the necessary care of a handicapped member which enables the head or spouse to work) an allowance for medical expenses anticipated to be paid in the next 12 months which exceed three percent of income. Medical expenses covered by medical insurance may not be included in the total medical expenses.

(2) that has Handicapped Assistance Expenses **greater than** or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with Part c of this Section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses.

(3) that has Handicapped Assistance Expenses that are **less than** three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and

e. child care expenses anticipated to be paid by the Family for the care of children under 13 years of age during the next 12 months that will enable a family member to be gainfully employed or to further his/her education.

The amount deducted shall reflect reasonable charges for child care, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. This deduction is not eligible if the family is reimbursed for the expense.

C. Determination of Assets

1. Net Family Assets represents the value of equity in real property (current fair market value less the cost of disposition), savings, stocks, bonds, checking accounts in excess of amount needed for normal day-to-day needs, and other forms of capital investment, excluding equity accounts in HUD homeownership programs;

2. The value of necessary items of personal property such as furniture and automobiles shall be excluded;

3. 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.

4. In determining Net Family Assets, include the value of any 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. 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.

5. There is no limit to assets except in the fact that income from assets could possibly make the applicant/tenant's income over the allowable limit.

6. The cost incurred in disposing of an asset is excluded.

7. (Section 8 only) the value of the cooperative unit or manufactured home in which the family resides is excluded.

8. Cash value of insurance policies.

D. APPLICANT SELECTION

1. The HA will first offer available units to applicants according to their relative position on the waiting list effective the first (1st) calendar day of every month:

The waiting list will be maintained by the Director of Admissions and will be subject to audit by the Executive Director at any time. The waiting list will be updated the first calendar day of every month, all positions adjusted accordingly, and then used for applicant selection for ALL calendar days of that month.

In selecting eligible applicants, the HA will comply with USDHUD prescribed percentages regarding selection of very low-income families for housing assistance.

EXCEPTIONS to the very low- income requirement for applicable projects will be allowed only for the following reasons:

- a. there is a need to admit other tenants to obtain full occupancy;
- b. to satisfy a broad range of income standard;
- c. need for a sufficient income for a homeownership program.

Said exceptions must be recommended by the Director of Admissions and approved by the Executive Director.

Should an applicant be offered an apartment or assistance and turn it down, the original application will be withdrawn AND the applicant will need to reapply if they want to be considered in the future.

E. Non-Economic Selection Criteria

In addition to policies and regulations established heretofore in the Administrative Policy, certain other policies and procedures will be used to embody criteria and standards for tenant selection.

The criteria to be established and information considered **WILL BE** reasonably related to the individual attributes and behavior of the applicant and **WILL NOT BE** imputed to a particular group or category of persons of which an applicant may be a member.

Prospective Section 8 Landlords will be notified that it is their responsibility to screen their prospective tenants. THHA shall provide information regarding the family to help the owner to decide including current and past addresses and landlords.

1. Past Tenant History.

The applicant cannot owe THHA a balance from previous participation in any program and/or must obtain satisfactory references from former landlords.

Past eviction, termination, history of failure to pay rent, disturbing neighbors, destroying property or living or housekeeping habits adversely affecting health, welfare or safety of other tenants OR actual or threatened abusive or violent behavior toward HA personnel are all valid reasons for a determination of ineligibility.

(NOTE: Applicants with previous unfavorable history in any THHA –administered program will automatically be deemed ineligible for any programs whether or not they qualify. Former residents/participants of THHA programs who terminated under adverse circumstances (i.e. evictions, damages, housekeeping, etc.) are not eligible to re-apply for any assistance for three (3) years from the date of their termination. Further, re-application does not guarantee re-admission, in these circumstances.

2. Credit Checks.

Lack of credit history is not a reason for ineligibility. A family who has a history of not meeting their financial obligations (especially rent) may be denied eligibility.

3. CRIMINAL BACKGROUND CHECKS

Will be conducted to ascertain any possible violent or drug-related criminal activity for which the applicant or member of the immediate family were convicted which would adversely affect health, safety or welfare of other tenants.

If the abuse of alcohol or drugs is verified, the HA can deny or revoke housing assistance if the provision of such assistance likely result in duct that would adversely affect the community environment.

If applicant can demonstrate through the written professional opinion of a qualified third party they have recovered or are recovering and do not currently use or possess, they may be approved.

The same standards of tenant suitability that the HA uses for applicants should be used in evaluating a person who is joining a family already in occupancy. The HA should determine that the person meets its standards prior to adding the person's name to the family's lease.

III. RECEIPT OF APPLICATION AND APPLICATION PROCESSING

A. Applications will be accepted by the HA each weekday between the hours of 8:30 AM and 5:00 PM.

1. An Application Form will be completed by the applicant and delivered to the Housing Authority Central Office at which time it will be dated and time stamped by the Admissions Secretary. Applications will then be entered into the THHA's computer system.

2. Potential applicants will not be discouraged from applying because of their apparent ineligibility.

3. All applicants will be placed on the waiting list or rejected.

4. Upon placement on the waiting list, the applicant's eligibility will be verified, utilizing all applicable rules and regulations, at the time THHA can reasonably be certain that it can offer housing assistance.

5. At the time of eligibility verification for admission, the applicant will be required to pay \$100 toward the security deposit. If, after the file has been completed, applicant fails to accept housing assistance that is offered, the deposit will be forfeited. If it is determined that the applicant is not a suitable applicant for housing assistance, the deposit will be return to the applicant.

The following eligibility requirements will be applied in the stated order to each application to determine initial eligibility for placement on the waiting list:

- a. Is the applicant income eligible for assistance?
- b. Does the applicant meet all of the non-economic selection criteria?

C. Verification

All applicants/participants are **required** to sign a “Authorization to Release Information” Form (HUD Form 9886) as a condition of consideration and subsequent participation in any housing programs administered by the Terre Haute Housing Authority.

VERIFICATION OF THE FOLLOWING WILL BE REQUIRED:

1. Income

- a. Signed third party verifications **MUST** be used:
- b. Copies of verifying documents shall be retained in the applicant’s file;
- c. The use or disclosure of information obtained from a Family or from another source pursuant to this release and consent shall comply with all privacy laws and regulations..

2. Assets

Third party verification of savings and checking, certificates of deposit, current fair market property values, tax returns, stock certificates, etc. will be obtained where applicable.

In some circumstances, the precise value and extent of assets may be difficult to verify. In this **EXTREME** instance, applicant declaration will be acceptable.

3. Medical Expenses (ELDERLY & DISABLED ONLY)

Third party verification of medical expenses will be obtained from the doctor, pharmacy, hospital, etc. for anticipated medical expenses.

Payments expected to be made on prior bills are allowable deductions.

Payments expected to be made for any type of medical insurance must be verified with the billing statement and cancelled check indicating the period of time the payment covers.

4. Child Care Expenses

Third party verification of child care expenses can consist of cancelled checks, receipts or completion of the child care verification form by the provider.

5. Family Size and Composition

Applicant declaration is usually sufficient; except in the event that an applicant claims to be married, separated or divorced, legal documents will be requested.

6. Age of Family.

Age only needs to be verified when it is the sole factor determining eligibility; otherwise, the applicant’s declaration is sufficient.

7. Preference Status.

Preference must be verified by an acceptable third party.

8. Employment

The HA will make certain that employers and other sources used for verification of applicant income submit comprehensive and accurate information sufficient for the HA to arrive at rent and eligibility and eligibility determinations. It should be thorough enough to reasonably anticipate expected increases in family income prior to annual reexamination.

9. Non-Economic Selection Criteria.

Any information which provides the basis for denial of eligibility based on the this parameter must be documented.

10. Handicap or Disability.

The applicant/tenant's physician shall complete a Disability/Handicap Verification form to verify that the applicant/tenant is indeed handicapped or disabled.

Other written verification by a clinic, hospital, welfare agency, Social Security Administration, vocational rehabilitation agency or other similar source may be acceptable.

11. Social Security Number.

All family members aged six and above must provide their Social Security number or certify that they do not have one.

E. Notification

1. Eligible applicants will be notified of their eligibility as soon as possible.
2. Ineligible applicants must be advised as soon as ineligibility is determined. This notice shall include an appeal process.

No appeal process will be provided if the applicant has been determined to be ineligible because they owe the HA from previous participation in any housing programs for any reason.

3. Records must be maintained indicating the final action taken on all applications.
4. The HA will not remove a name from the waiting list unless:
 - a. the applicant requests it;
 - b. the applicant does not respond by a stated deadline to HA request for information;
 - c. the HA has made reasonable efforts to contact the applicant to determine if there is continued interest, but has been unsuccessful;
 - d. HA has notified the applicant of its intention to remove the application from the waiting list due to the applicant's ineligibility; or
 - e. the applicant is deceased.

F. Suspension of Application Taking and Updating Files

1. Suspension of application taking may be implemented 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 6 months.
2. As an alternative, application taking can be limited to certain specified periods of the year on a recurring basis.
3. Suspension of application taking or restriction of application periods will be announced by the Executive Director through the appropriate media.
4. 4. In order to update all applicant files, periodic letters will be sent to those on the waiting list in order to determine if they are still interested.

IV. SELECTION AND ASSIGNMENT

A. Waiting List

1. One waiting list will be maintained for all housing programs with an applicant's position determined by the criteria stated in this Agency Plan.
2. Information on the waiting list will include the following:
 - a. Date and time of application and application number;
 - b. Name of applicant;
 - c. Minority status of applicant;

- d. Bedroom size required;
- e. Family Type (elderly, disabled, handicapped, non-elderly);
- f. Program preference(s);
- g. Sex of head of household;
- h. Type of income;
- i. Special comments.
- j. mobility/hearing impaired unit is needed.

B. Type and Size of Unit Required

1. The first consideration in matching eligible applicants to available units is the suitability of the unit in relation to the family’s needs.
2. The size of a dwelling unit offered to an applicant should be determined by using the following “Occupancy Standards” as a guide:

NUMBER OF PERSONS		
NUMBER BR’S	MINIMUM	MAXIMUM
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

The age, sex, and relationship of the members of the family will be taken into consideration in assigning families within the above ranges.

The maximum number may exceed to permit an infant to share a bedroom with its parent(s).

If a live-in aide is required, an additional bedroom may be required and approved.

NOTE: Voucher subsidy is based on lower of payment standard for family unit size or payment standard for unit size rented by family.

3. Other Dwelling Units Size Consideration.

If the demand for a certain size apartment is low and no transfers are warranted, a family whose family composition does not meet the criteria established above in Paragraph 2 may be housed in a larger apartment with written approval by the Director of property Management.

For HOME (FSS) units, a family with two children of the same sex may be subsidized in a three bedroom unit if no three bedroom families are available to be subsidized in this Special Housing Type.

3. Housing Quality.

Prior to occupancy of the unit by the Family, the HA and/or Owner and Family shall inspect the unit and necessary improvements or repairs will be indicated by the HA and completed by the Landlord.

Certification of the condition of the unit will then be made by the HA.

The unit must meet the Housing Quality Standards as set forth by the Department of Housing and Urban Development, the HA, Municipal Codes, BOCA 1 and 2 Family National Codes and the National Electrical Code.

In addition to this initial inspection, the HA will inspect the unit annually or at such other times as may be necessary to assure that the Owner and family are meeting their obligation to maintain the unit in decent, safe and sanitary condition.

The Director of Maintenance will routinely conduct quality control inspection of at least five percent of the units assisted.

V. TENANT RENTS

A. Total Tenant Payment (TTP) is

The amount payable monthly by the Family as rent to the HA or landlord.

When all utilities (except telephone) and other essential services are supplied by the landlord, Tenant Rent equals Total Tenant Payment.

The TTP used will be one of the following: (whichever is largest)

- (a.) 30 percent of adjusted income
- (b.) ten percent of gross income; or
- (c.) \$50

When some utilities and other services are not supplied by the landlord and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the applicable Utility Allowance.

For public housing units, the tenant rent will be limited to the 95th percentile rent.

B. Total Tenant Payment Defined

The monthly amount calculated by adding the gross amount of all sources of income less any allowable deductions divided by 12 months and multiplied by 30 percent equals the Total Tenant Payment.

C. Utility Allowance Defined

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, then an amount equal to the estimate approved by 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 requirement of a safe, sanitary and healthful living environment will be provided.

D. Utility Allowance 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.

This reimbursement is mailed to the tenant but made payable to the appropriate utility company indicated it is for the account of the program participant or tenant upon authorization by the tenant.

E. Tenant Rent Calculation

1. All sources of verified income are added together.
2. From that amount, all allowable deductions are subtracted.
3. That amount is divided by 12 months.
4. That amount is then multiplied by 30 percent.

This represents the Total Tenant Payment and Tenant Rent (if all utilities are included in the Rent). In some cases, ten percent of monthly income or a \$50 Minimum TTP will be used to determine rent if that figure is higher than the normal computation.

5. For public housing, the TTP will be limited to the 95th percentile rents.
6. If applicable, the appropriate utility allowance is subtracted. This amount remaining is the Tenant Rent.

F. Charges in Addition to Contract Rent

1. Damages to premises, project buildings, facilities, or common area deemed beyond normal wear and tear and caused by the tenant, members of the tenant's household, or guests.

Such charges may include charges for the tenant's failure to carry out maintenance and housekeeping tasks in accordance with the terms of the lease. If the tasks are such that they cannot reasonably be performed by the tenants, the task will be assumed by the landlord as part of its maintenance obligations without additional charge to the tenant.

2. Charges for excess utility consumption resulting from the use of major tenant-supplied appliances such as: extra refrigerators, freezers, window air conditioners, clothes washer, clothes dryer, cable TV, etc.

3. Late charges will be assessed for failure to pay rent by the fifth day of the month according to the following policy: "...the landlord may collect a fee of \$10 per day the rent remains unpaid during the month it is due."

4. There will be no charge for routine trash collection. However, in the event of the tenant's failure to remove trash from the premises in accordance with the terms of the lease, the tenant can be charged for the clean up. The Section 8 landlord is not required to provide garbage cans but shall require each tenant to have them. The HA provides trash receptacles for all public housing tenants.

VI. HOUSING ASSISTANCE PAYMENTS (SECTION 8 HOUSING)

The amount of rent payable by the Family to the Owner shall be computed at 30 percent of adjusted gross income.

The Voucher program allows the tenant to pay more than the calculated Total Tenant Payment if the contract rent is more than the allowable payment standard.

In some cases, it is allowable for a certificate holder to agree to pay the landlord an excess amount over and above the TTP IF market anomalies warrant and the family is willing and able to pay the excess amount.

Housing Assistance Payments to Owner.

HAP's shall be paid to an Owner in accordance with his/her Contract for the dwelling unit under lease by an Eligible Family.

These housing assistance payments will cover the difference between the Payment Standard and the portion of said rent payable by the Family as determined in accordance with the HA's established criteria.

No Section 8 assistance may be provided with respect to any unit occupied by an Owner.

The HA will not approve a unit if the Owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Whenever 30 percent of a family's monthly adjusted income equals or exceeds the payment standards or fair market rent or ten percent of the family's monthly income equals or exceeds the rent to owner plus any applicable utility allowance, housing assistance payments will cease.

Cessation does not affect the family's other rights under the lease, nor does it prevent the resumption of payments as a result of later changes in family income, size or composition, or other relevant circumstances during the term of the housing assistance contract. WHEN 180 DAYS HAS ELAPSED SINCE THE DATE OF THE LAST HOUSING ASSISTANCE PAYMENT MADE UNDER THE HOUSING ASSISTANCE CONTRACT, THE CONTRACT TERMINATES AUTOMATICALLY.

VII. CONDITIONS FOR CONTINUED OCCUPANCY

A. Income Re-certification.

At least once a year, the HA will re-examine the incomes of families living in its communities or who are being assisted through its rental programs pursuant to rules governing the program under which the assistance is administered.

B. Rent Adjustments.

TTP is adjusted annually based upon the results of the annual reexamination.

C. Utilities Allowances

At least annually, the Housing Authority shall determine whether there has been a substantial change in utility rates or other charges of general applicability that would require adjustment of the allowance for utilities and other services.

If substantial changes have occurred, the allowances will be adjusted accordingly and implemented at re-certification.

In any event, the chart will be reviewed on at least an annual basis and submitted to HUD.

D. Scheduling Reexaminations

The date of reexamination is the date on which any changes in rent becomes effective. Information, however, should be gathered AT LEAST two months prior to the new effective date in order to accomplish the steps of the re-certification process prior to the new effective date.

Re-certifications will be conducted on a monthly basis with an effective date to be no longer than 12 months from the move in month.

E. Interim Rent Adjustments and Re-certifications

1. To assist its families in economic self-sufficiency, THHA will perform no adjustments to TTP between re-certification periods except in those instances when there has been a decrease in income that would violate the statutory limitations pertaining to TTP.

2. In estimating anticipated income, the HA WILL PROJECT income and events that will affect the determination of rent prior to the next scheduled re-certification. Taking into account both what will remain the same and what will change, rent will be “averaged out” to lessen the impact of anticipated changes.

3. If it is found that Tenant has misrepresented to management the fact upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the increase in rent will be retroactive. If fraud is suspected, the HA may elect to terminate or evict the tenant and prosecute through the Court System.

4. If a Tenant does not report a decrease in income in a timely manner, the decrease in rent will be made effective the beginning of the next month after the date it was reported. It will **not** be made retroactive to the date of the decrease.

5. If a Housing Assistance recipient, in the opinion of management, deliberately attempts to alter their circumstances in order to keep their rent artificially lower than what it normally would have been under the statute, then fraud will have been determined to have been committed and rent will be computed according to paragraph (2) above. (i.e., quitting employment a short time before reexamination)

F. Eligibility for Continued Occupancy

1. When income exceeds the allowable limits, the public housing tenant will be allowed to staying the unit for no more than 12 additional months and must pay the amount of rent that is computed using the 95th percentile rents.

2. When a Section 8 participant’s portion of the rent exceeds the Fair Market Rent or Payment Standard, see Page 17 Part VI.C.

3. Regardless of program, each tenant/participant will:

a. cooperate with obtaining needed verification of income, assets, medical expenses, etc.

b. arrange for an inspection to assure their unit passes housing quality standards and standards of cleanliness and good repair.

c. certify his/her household is still a drug-free household.

d. The assisted unit must be the principal place of residence.

4. Mandatory approval is required if there is an absence extending beyond 30 days.

5. If warranted, HA may issue a voucher or consider for public housing placement, if the family returns for occupancy for a valid verifiable reason for being absent longer than allowed (i.e. hospital or nursing home confinement).

G. Transfers.

The reexamination provides the opportunity to review any changes in family size that may require a transfer to a larger or smaller dwelling.

Population in excess of the number of persons for which a project was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction.

The Authority's transfer policy is as follows:

1. Priority for transfer will be given to overcrowded families over families on the waiting list for admission Decisions on which overcrowded families to transfer will be made by the Property Manager with approval by the Director of Property Management considering lease date, length of time the family has been overcrowded, and performance of the tenant.
2. Families may be reimbursed for their out-of-pocket expenses in connection with HA mandated transfers. In this case, use of HA vehicles and personnel will minimize cost.
3. Thirty days written notice is required for HA mandated moves.
4. In the case of transfers to a different project in a different school district, the transfer will be postponed until the end of the school year.
5. In extreme cases, transfers **may** be allowed for the convenience of the tenant for reasons of health, proximity to work, etc. The cost of such a move shall be borne by the tenant. Written permission from the Director of Property Management is **required**.
6. No transfers will be allowed from one project to another based solely on the desire of the tenant to move.

H. Portability Provisions (Section 8 Programs)

1. Voucher holders who have resided in the Terre Haute area for at least 12 months can transfer their Section 8 participation anywhere in the United States that has a Section 8 program.
2. The transfer must be requested by the participant and pertinent information requested by the receiving jurisdiction.
3. Transfers to the Terre Haute area will follow the same rules and procedures.

VIII. Pet Policy.

Household pets are allowable for elderly residents residing in elderly projects and families residing in scattered site homes subject to the express written permission of the Executive Director and payment of an additional \$250 deposit, which deposit will be refunded immediately upon removal of the pet and verification that the unit complies with the existing Housing Quality Standards at the time of the pet's removal.

Permission to have a household pet will not be granted unless the resident can convince the Executive Director of the following:

there is a compelling need for the pet and the pet is manageable.

IX. DWELLING LEASE/HOUSING ASSISTANCE PAYMENTS CONTRACT

A. Public Housing

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

Part I establishes the Terms and Conditions of the lease. These apply to all residents;

Part II ~ Lease Contract. This is executed by each individual resident and the Authority and includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);

Unit address, occupancy date, project name and number;

Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;

Utilities and appliances provided by the Authority with the unit;

All pamphlets or informational materials provided to Tenant;

Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);

Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

NOTE: Information contained in [] indicates reference to federal regulation.

PART I of the RESIDENTIAL LEASE AGREEMENT

TERMS AND CONDITIONS

THIS LEASE AGREEMENT (called the "Lease") is between the Housing Authority of the City of Terre Haute (called the "Authority), and the Tenant named in Part II of this lease (called the "Tenant". [966.4 (a)]

I Description of the Parties and Premises: [966.4]

(a) The Authority, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called Premises or Dwelling unit) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]

(b) Premises must be used only as a private residence, solely for Tenant and the family members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the Authority's policy on such activities. [966.4 (d)(1 & 2)]

(c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the Authority.

Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available.

Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises.

Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section XVI . [966.4 (f)(3)]

(d) Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the Authority in writing, within 10 days of the occurrence. [966.4 ©(1) & (2) & (f)(3)]

II Lease and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar month. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein. [966.4 ©]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy. [966.4 ©]

(b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the 5TH calendar day of the month.

Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]

When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant.

The notice shall state the new amount, and the date from which the new amount is applicable.

Rent re-determinations are subject to the Administrative Grievance Procedure.

The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority.

If Tenant asks for an explanation, the Authority shall respond in reasonable time. [966.4 ©(4)]

III. Other Charges

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

Other charges can include: [966.4 (b)(2)]

(a) Maintenance costs—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

(b) Excess Utility Charges

At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances.

This Charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]

(c) Installation charges for tenant-supplied air conditioners.

(d) Late Charges

A charge of \$10.00 per day late for rent or other charges paid after the 5th calendar day of the month. [966.4 (b)(3)]

The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due.

Charges in addition to rent are due 15 calendar days after Tenant receives the Authority's written notice of the charge. [966.4 (b)(4)]

IV. Payment Location

Rent and other charges should be paid at ANY branch of Terre Haute First National Bank (Garfield Towers/Gardens residents may use Old National Bank – Lafayette Branch or Fifth Third Bank – Gardens office.) The Authority does NOT accept cash for any reason at any of its offices.

V. Security Deposit

(a) Tenant Responsibilities: Tenant agrees to pay an amount equal to \$125.00 or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)]

(b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
3. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by the Authority.
4. The return of a security deposit shall occur no earlier than 45 days after Tenant moves out.

5. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]

As part of the rent, the Authority will supply water and sewer service.

IX. Authority-Supplied Utilities:

- a. If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility: electricity, natural gas, heating fuel.
- b. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- c. If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator.
- d. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the Authority.
- e. A monthly service charge will be payable by the Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4 (b)(2)]

(b) Tenant-paid Utilities:

If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established appropriate for the size and type of dwelling unit for utilities the Tenant pays directly to the utility supplier.

The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent.

If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier each month. [913.102]

The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 30 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.502 ©]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier.

If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(c) Tenant Responsibilities:

Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

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

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Same.

- (a) Use and Occupancy of Dwelling - Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease.
- (b) With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d) (1) & (2)]

(c) This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding days 3 each month. Permission **may** be granted upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)]

(d) Ability to Comply with Lease Terms -

IF, during the term of this Lease, the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease

AND cannot make arrangements for someone to aid him/her in complying with the lease

AND the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease,

THEN, the Authority will assist the Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move the Tenant from the dwelling unit.

IF there are no family members who can or will take responsibility for moving the Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. [8.3]

At the time of admission, the Tenant must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(e) Re-Determination of Rent, Dwelling Size, and Eligibility. - The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

(1) The status of each family will be re-examined at least once a year. [960.209]

(2) Tenant promises to supply the Authority, when requested with accurate information about: family composition, age of family members, income and source of income of an family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c) (2)]

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority will terminate the lease immediately if such failure occurs.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4©(2)].

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section.

This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office.

A copy of the policies can be furnished on request at the expense of the person making the request.

Rent will not change during the period between regular re-examinations, UNLESS during such period [960.209 (b)]

(a) A person with income joins the household.

(b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [913.107]

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled reexamination. (Failure to report within the days may result in a retroactive rent charge.)

(c) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Rent formulas or procedures are changed by Federal law or regulation.

All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence.

Failure to report within the 10 days may result in a retroactive rent charge. [966.4 © (2)]

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

(f) Rent Adjustments:

Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective at annual re-certification.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective at annual re-certification.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(g) Transfers [966.4 ©(3)]

(1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.

(4) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be 30 given days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease. [966.4 ©(3)]

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 ©(4)]

(7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

VIII. Authority Obligations [966.4 (e)]

The Authority shall be obligated to maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]

To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety, [966.4 (e)(2)]

To make necessary repairs to the dwelling unit; [966.4 (e)(3)]

To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]

To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority; [966.4 (e)(5)]

To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [966.4 (e)(6)]

To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)].

To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.

In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]

IX. Tenant's Obligations:

Tenant shall be obligated

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- (b) Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
- (c) Not to give accommodation to long term guests (in excess of 3 (three) days) without the advance written consent of the Authority.
- (d) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's occupancy standards, and SO long as the Authority has granted prior written approval for the foster children, or live-in aide to reside in the unit. [966.4 (d)((3)(i)]

(e) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease.

Violation of such regulations constitutes a violation of the Lease. [966.4(f)(4)]

(f) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]

(g) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g3)]

(h) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(i) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]

(j) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]

(k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]

(l) To act, and cause household members or guests to act in a manner that will:

(1) **Not** disturb other residents' peaceful enjoyment of their accommodations; and

(2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]

(n) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) **Any** criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;

(2) **Any drug-related criminal activity.** Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, see, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]

(o) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority.

(p) To make no changes to locks or install new locks on exterior doors without the Authority's written approval

(q) To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.

(r) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding 5 calendar days.

(s) To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.

- (t) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of anywhere on the property of the Authority.
- (u) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (v) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (w) To refrain from erecting or hanging radio, television antennas or cable T.V. wire on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with the written approval of the Authority.
- (x) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (y) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the dwelling unit of any Authority family development unless a verified disability warrants the possession of a pet, which may be either a service animal or a companion animal.

In accordance with the Authority's Pet Policy, pets may be kept in building or units designated by the Authority for the elderly or persons with disabilities.

- (z) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Major automobile repair is not permitted on project site.
- (aa) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (bb) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY UNIT PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (cc) Not to commit any fraud in connection with any Federal housing assistance program, and Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (dd) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

X. Defects Hazardous to Life, Health or Safety

In the event that the Authority determines the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. [966.4 (h)(3)]

© Tenant shall accept any replacement unit offered by the Authority.

(d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or the damage was caused by Tenant, household members, or guests. [966.4 (h)(4)]

(e) If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]

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

XI. Move-in and Move-out Inspections

(a) Move-in Inspection --

The Authority and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit.

The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)]

(Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.)

(b) Move-out Inspection

The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority. [966.4 (i)]

XII. Entry of Premises During Tenancy

(a) Tenant Responsibilities

(1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (**7:30 A.M. to 5:00P.M.**) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]

(2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities-

(1) Authority shall give Tenant at least 12 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. [966.4 (j)(1)]

(2) The Authority may enter Tenant's dwelling unit at any time without advance notification when the Authority determines there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]

- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notification Procedures

- (a) Tenant Responsibility—Any notice to Authority must be in writing, delivered to the Project Office or to Authority's Central Office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) Authority Responsibility—Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to Tenant. [966.4 (k)(1)(1)]
- © Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 0)(2)]

Such serious or repeated violation of terms will include but not be limited to:

- (1) The failure to pay rent or other payments when due; [966.4 0)(2)]

(2) Repeated late payment, which shall be deemed as failure to pay the amount of rent or other charges due by the 5th of the month. Four such late payments within a 12 month period shall constitute repeated late payment; [966.4 0)(2)]

(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 0)(2)]

- (4) Misrepresentation of family income, assets, or composition; [966.4 ©(2)]

(5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations. [966.4 ©(2)]

(6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 n)(2)]

(7) Any activity by Tenant, household member, guest, or other person under Tenant's control including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity. [966.4 0)(2)]

(8) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer; [966.4 0)(2)]

(9) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect. [966.4 0)(2)]

- (b) The Authority shall give written notice of the proposed termination of the Lease of:

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

(2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened.

(3) 30 days in any other case. [966.4 0)(3)(i)(A), (B) & (C)]

© The notice of termination

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction. [966.4 0)(3)(ii)]
- (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures. [966.4 0)(3)(ii)]
- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. [966.4 0)(3)(iii)]
- (4) The Notice to Vacate will be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant agrees to pay court costs and reasonable attorneys fees incurred by the Authority in enforcing any provision of this lease.
- (5) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 0)(3)(iv)]

(6) When the Authority **is not** required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination **shall**

(a) state that Tenant is not entitled to a grievance hearing on the termination;

(b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

© state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 0)(3)(v)]

The Authority may evict the Tenant from the unit only by bringing a court action. [966.4 (1)(4)]

(d) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIV, above.

(e) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors.

In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit.

The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 0)(5)]

(f) When the Authority evicts a tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 0)(5)(ii)]

XV. Waiver

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

XV. Housekeeping Standards

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

(a) Authority Responsibility -

The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards.

Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards.

The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available.

Within a reasonable period of time, the Authority will schedule a second inspection.

Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant Responsibility:

_____ Tenant is required to abide by the standards set forth below.

Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(a) Housekeeping Standards - Inside the Apartment

General

Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

Floors: should be clean, clear, dry and free of hazards.

Ceilings: should be clean and free of cobwebs.

Windows: should be clean and operable.

Shades or blinds should be intact.

Woodwork should be clean, free of dust, gouges, or scratches.

Doors: should be clean, free of grease and fingerprints.

Trash shall be disposed of properly and not left in the unit.

Kitchen-

Dishes are to be washed immediately after use

Stoves are to be kept clean and free of grease at all times

Cooking utensils are to be kept clean and stored properly when not in use

Stove: should be clean and free of food and grease.

Refrigerator: should be clean.

Freezer door should close properly and the freezer shall have no more than one inch of ice.

Cabinets should be clean and neat.

Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded.

Storage under the sink should be limited to small or lightweight items to permit access for repairs.

Heavy pots and pans should not be stored under the sink.

Bathroom

Toilet and tank should be clean and odor - free.

Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

Lavatory: should be clean

Exhaust fans: should be free of dust.

Floor: should be clean and dry.

Storage Areas-

Linen closet: should be neat and clean.

Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.

Other storage areas: should be clean, neat and free of hazards.

Exhaust Fan should be free of grease and dust.

Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

Food storage areas: should be neat and clean without spilled food.

Trash/garbage: should be stored in a covered container until removed to the disposal area.

The following standards apply only when the area noted is for the exclusive use of Tenant:

Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.

Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

Steps (front and rear): should be clean, and free of hazards.

Sidewalks: should be clean and free of hazards.

Storm doors: should be clean, with glass or screens intact.

Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

Hallways: should be clean and free of hazards.

Stairwells: should be clean and uncluttered.

Laundry areas: should be clean and neat. Remove lint from dryers after use.

PART II of the RESIDENTIAL LEASE AGREEMENT:

THIS AGREEMENT is executed between the Housing Authority of The City of Terre Haute (herein called the "PHA"), and _____ herein called the "Tenant"), and becomes effective as of this date: _____ [966.4 (a)]

(1) UNIT: That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement)

The Tenant UNIT NUMBER is: _____ [966.4 (a)]

(2) Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. [966.4 (a)(2)]

ALL members of the household over age 18 shall execute the lease.

Name	Relationship	Age	Social Security # &	Birth-date
Head	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____

(3) Term: The term of this lease shall be for **one calendar year**, renewed as stipulated in Part I of the Lease.

(4) Rent: Initial Rent (prorated for partial month) shall be \$_____. ____, and, if applicable, the Tenant shall receive the benefit of \$_____. __ from the Authority for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning ____ / ____ / ____ and ending at midnight on ____ / ____ / ____.

Thereafter, rent in the amount of \$_____. ____ per month shall be payable in advance on the first day of each month, and shall be **delinquent** after the 5th day of said month.

A utility reimbursement of \$_____. ____ per month (if applicable) shall be paid to the utility supplier by the Authority for the Tenant. [966.4 (b)(1)]

(5) Utilities and Appliances: PHA-Supplied Utilities [966.4 (b)(1)]

If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

- Electricity
- Natural Gas
- Heating Fuel
- Other:

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

- Cooking Range
- Refrigerator
- Washer&Dryer

(6) Utility Allowances – Tenant Paid Utilities [913.102]

If indicated by an (X) below, the Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____. ____ for the following utilities paid directly by the Tenant to the Utility supplier:

- Electricity
- Gas
- Heat
- Water
- Sewerage

(7) Charges for Excess Appliances

(Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following [966.4 (b)(2)]

Air Conditioners: An additional charge of \$_____. ____ per conditioner on the premises for each month of occupancy from May to October.

Other Appliances: If checked below, an additional charge of \$_____. ____ month of occupancy for each excess appliance on the premises.

- Freezer
- Automatic washer
- Other:

Extra Refrigerator Other:

(8) **Security Deposit :** Tenant agrees to pay \$_____._____ as a security deposit.

See Part I of this lease for information on treatment of the Security Deposit. [966.4 (b)(5)]

(9) Execution:

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

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

TENANT:_____

CO-TENANT:_____

CO-TENANT:_____

MANAGER:_____

DATE_____

- E.
- F.

ATTACHMENTS:

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

- Part I of this Lease
- Watch Out for Lead Paint Poisoning

STATEMENT ON RECEIPT OF INFORMATION

We have received a copy of the above information including “The Danger of Lead Poisoning to Homeowners” and “The Danger of Lead Poisoning to Renter.” The above information has been thoroughly explained to me/us. We understand the possibility the lead-based paint may exist in the unit.

Tenant’s Signature: _____

EMERGENCY MAINTENANCE TELEPHONE NUMBER Monday through Friday after 5:00 p.m., and weekends and holidays. 232-1381
*400 (Leave detailed message)

E. Housing Authority of the City of Terre Haute

E.

G. DRUG FREE CERTIFICATION

I, the undersigned, do hereby attest, that I and all members of my household do not use any illegal drug(s).

I further attest that I and all members of my household do not sell, possess or use any illegal drugs and that my household is a DRUG-FREE HOUSEHOLD.

I further understand that if I, members of my household or guest(s) of my household, use, sell or possess illegal drugs, I am subject to IMMEDIATE eviction or termination of assistance.

I understand that this statement will remain in effect for the entire length of my housing assistance through the Housing Authority of the City of Terre Haute.

SIGNATURE _____

Signature by Head of Household is required to receive housing assistance in any form or manner.

E.

IN CASE OF EMERGENCY

Listed below are (2) two persons who I would like the Housing Authority to contact in case of emergency. (At least one of these two persons should be a local resident.)

Name _____

Address _____

Phone: _____

Weekdays: _____

Evenings: _____

Weekends: _____

Relationship to Tenant _____

MISCELLANEOUS INFORMATION:

Doctor's Name _____

Hospital Preferred _____

Name _____

Address _____

City _____

Phone: _____

Weekdays: _____

Evenings: _____

Weekends: _____

Relationship to Tenant _____

must be executed prior to occupancy of a public housing apartment or house.

Original is retained by the requesting organization. form HUD-9886 (7/94) ref. Handbooks 7420.7, 7420.8, & 7465.1

Privacy Act Notice

Authorization for the Release of Information/

to the U.S. Department of Housing and Urban Development (HUD) and

The Housing Authority of the City of Terre Haute, Indiana

One Dreiser Square P.O. Box 3086
Terre Haute, Indiana 47803-0086

Authority:

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing:

- (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers;
- (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information;
- (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose:

In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level.

HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained:

HUD is required to protect

the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance.

The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law.

HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Private owners may not request or receive information authorized by this form.

Who Must Sign the Consent Form:

Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19© leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

Failure to Sign Consent Form:

Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only)

(This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from:

- (a) current and former employers concerning salary and wages and
- (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits.

Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that the Housing Authority that receives income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

Head of Household Date

Social Security Number (if any) of Head of Household

Spouse Date

Other Family Member over age 18 Date

Other Family Member over age 18 Date

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886.

Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

Privacy Act Notice.

Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. **Purpose:** Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. **Penalty:** You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

TO:	Maintenance Department
FROM:	Tim Buddle, Director of Maintenance & Community Services
RE:	Pest Control
DATE:	December 10, 1998

The following are steps that we can follow in order to assist in the prevention and removal of roaches:

- 1). PCA performs a semi-monthly pest control spray schedule (1st and 3rd Thursdays of each month) for **OCCUPIED AND VACANT UNITS**.
- 2). **ALL VACATED UNITS** will be placed on the pest control schedule by the Director of Maintenance.
- 3). Any **OCCUPIED UNIT** can be placed on the pest control schedule. Employees are encouraged to report ALL infested units to the Director of Maintenance, whenever performing work-orders or preventative maintenance. Tenants will be notified and sprayed at the next scheduled date.
- 4). Request that the **ENTIRE BUILDING** be sprayed. We have discovered that if a particular unit is **EXTREMELY** infested, the adjoining units will experience a roach problem. Contact the Director of Maintenance.

We can request that PCA make special arrangements to spray the **REALLY** infested units. Contact the Director of Maintenance.

Property Management **WILL NOT** accept completed vacancies that are infested with roaches. Consequently, we need to treat for roaches immediately and as often as necessary.

Each and every employee has a responsibility in reporting units that are infested with roaches. Hopefully, through a team effort, we can reduce the roach problem.

TO: Sector Chiefs
THHA Maintenance Department
FROM: Tim Buddle, Director of Maintenance
RE: Re-certifications & Preventive Maintenance Inspections
DATE: June 13, 1997

Beginning June 1997, the maintenance inspector's will begin the yearly re-certifications and Preventative Maintenance Inspections.

You will NOT receive a P.M. work ticket. Instead, you will receive a work ticket for infractions discovered during the Re-certification Inspection.

Attached to the work ticket will be a copy of the Inspector's letter and sometimes a pink copy of the inspection form. Return these forms with the completed work ticket. This is a HUD requirement.

When completing the work order, it is REQUIRED that EACH ticket have a signature, date, time period and what action was taken.

When we receive the re-certification letter, we will schedule a P.M. inspection six months from the re-certification inspection date. This inspection will be conducted by the maintenance staff.

In summary, the maintenance department will have Two (2) P.M. Inspections every year. One will be performed by the maintenance inspector's during re-certification and another will be performed six months later by the maintenance staff.

If you have any questions or need clarification concerning the matter, please let me know.

INSPECT –

Roofs
Furnaces & air-conditioning
Water lines
Water drains
Landscaping
Faucets
Vehicles
Water heaters
Fire extinguishers
G.F.I. breakers
Playground equipment
Alarm systems
Screen doors & storm windows
Mixing valves
Relief valves
Boilers
Filter changes (every three months)
Dryer vents
Motors (oil, belts, et..)
Refrigerator condensers
Gutters & downspouts
Sidewalks
Electrical breakers (label breakers), wiring diagrams, grounding wire
Crawl spaces & basements (leaks, damaged floors)
Equipment (tractors, snowblowers, weed eaters, hand tools)
Building foundation
Emergency lighting
Circulating pumps

Training courses, troubleshooting, system shut down, create list, determine who is going to do the work, system operation manuals, use universal parts, time frame to complete, qualified staff.

VACANCY PROCEDURE

Sector chiefs are requested to do the following:

- 1). Plan ahead.
- 2). Always be prepared for the unexpected.
- 3). Know what in the HELL is going on.
- 4). When you see a problem - FIX IT.
- 5). Stay motivated at all times.

A four (4) month probationary period (October 1, 1994 - January 1, 1995) will be in affect to determine if the current system works.

Target dates will be established and enforced, by the sector chief, for each vacant unit.

More than one vacancy crew will be used per sector, whenever possible. Every member of the sector, including sector chiefs, will participate in vacancy rehab. Vacancies will be the number one priority.

Employees will be transferred whenever necessary. They will be moved for whatever length of time is needed to rehab a unit(s). The Director of Maintenance will assume total responsibility for staff movement.

Whenever a lengthy delay seems possible, I will instruct sector chiefs to paint the unit. Rehab crews will paint vacancies that require a minimal amount of painting.

In certain situations, vacancies can be painted and rehabilitated at the same time. Sector chiefs will review each vacancy and determine a target date for completion. Units can be submitted to the painting contractor with a PROJECTED painting date. This will help in the planning and scheduling process.

Sector chiefs MUST plan ahead. As soon as the vacancy work order has been received, a thorough inspection MUST be performed to determine what materials and supplies will be required. Employees will not spend wasted time going after materials or waiting for them.

The maintenance office will discontinue the practice of notifying the crews whenever a work order is received. In the future, employees will be contacted for EMERGENCIES ONLY. Routine work orders will be received the next day. Sector chiefs may call after 1:00 p.m. if they want their routine work orders for that day.

If rehabilitation has started PRIOR to the vacancy inspection, prepare a list of CHARGEABLE expenses and submit directly to the Director of Maintenance. A MOVE OUT CHARGE work ticket will then be prepared and submitted to the Director of Property Management and sector chief.

I will make the final inspection (HUD requirement).

The vacancy history report will be reviewed and discussed on a regular basis. The goal is and will always be ZERO VACANCIES.

VACANCY PROCEDURE

- 1). The Department of Property Management will forward a VACANT UNIT NOTIFICATION to the Director of Maintenance.
- 2). The Director of Maintenance will prepare a VACANCY WORK TICKET. Copies will be distributed to the Director of Maintenance, Support Service Officer and Sector Chief.
- 3). Whenever AIR-CONDITIONING is being installed, the maintenance sector chief MUST notify the Director of Maintenance, who in turn MUST contact the Director of Property Management.
- 4). The vacant unit will be placed on the PEST CONTROL spray schedule.
- 5). The Support Service Officer will be notified whenever a vacant unit has been scheduled for MODERNIZATION. A work ticket will be prepared and issued to the maintenance sector chief.
- 6). The Terre Haute Housing Authority Inspectors will be notified IMMEDIATELY. Included in the notification will be the vacancy address, the previous tenants length of occupancy and, if necessary, the rehabilitation status.
The completed inspection form will be forwarded to the Director of Maintenance.

All CHARGEABLE items will be entered on a VACANCY MOVE-OUT CHARGE ticket and submitted to the maintenance sector chief. The maintenance staff can charge (time/materials) for ONLY those items specified on the inspection form.

However, if ADDITIONAL CHARGES are required, the maintenance sector chief can request an additional VACANCY MOVE-OUT CHARGE ticket. The additional charges MUST be clearly stated on the ticket. In addition, the employee requesting the charges MUST be included.

Vacancy Move-Out charges must be completed immediately and submitted to the maintenance department.

All VACANCY MOVE-OUT CHARGE tickets will be reviewed by the Director of Maintenance BEFORE they are submitted to the Director of Property Management.

- 7). When a unit has been completed, the Support Service Officer will forward a memo to the Director of Admissions, Director of Property Management and the Director of Maintenance.
- 8). The Director of Maintenance will perform a final walk through inspection. A VACANCY INSPECTION work ticket will be prepared and forwarded for all unsatisfactory or incomplete work.

TRASH PICK UP SERVICE

EFFECTIVE MARCH 1, 1998.....

The Thursday trash pick up service provided by the Terre Haute Housing Authority Maintenance Department will be **CANCELLED**.

Jamax will be responsible for picking up large items (furniture, carpet, clothing, et...) during their regularly scheduled trash pick up service.

As a reminder, all household trash **MUST** be bagged, tied and placed in the proper trash containers.

Trash and large items **MUST** be placed in the tree rows **AFTER** 6:00 p.m. on the day **BEFORE** trash pick up. Because trash pick up times vary, **DO NOT** put the trash out on the day of service.

Items that will **NOT** be picked up include construction and flammable materials, paint and tires.

The Terre Haute Housing Authority will **CHARGE** tenants for pick up and removal of trash and large items placed out at any other time.

During the months of April through November, Jamax will pick up yard waste during the regularly scheduled pick up service. Leaves **MUST** be bagged and large amounts of brush and limbs must be tied in bundles.

If you need additional information regarding trash pick up, contact the maintenance department at 232-1381, extension 337.

The Terre Haute Housing Authority Maintenance Department will pick up trash and large items, at the tenants request, for a charge of \$20.00 per hour/per employee. There is a \$20.00 minimum charge.

TO: Terre Haute Housing Authority Maintenance Department
FROM: Tim Buddle, Director of Maintenance
RE: Snow Removal Policy
DATE: October 22, 1998

The Snow Removal Policy for the Terre Haute Housing Authority Maintenance Department is very simple -- **REMOVE IT.**

Sector Chiefs are RESPONSIBLE for having a "Plan of Action."

- 1). Snow removal equipment must be serviced and ready for use (snow throwers, tractors, snow shovels, et..).
- 2). Each maintenance employee will have the proper clothing (gloves, coats, boots, et..).
- 3). Snow removal products, such as Ice Melt and Open Road Plus, will be stocked and ready for use.

Sector chiefs will inspect their respective sidewalks and driveways to confirm they have been properly cleared.

ALL maintenance employees are REQUIRED to report AFTER HOURS AND WEEK ENDS, in the event inclement weather occurs. A reporting procedure will be established by the Sector Chief, IN ADVANCE.

The Maintenance Department is **responsible** for the removal of snow and ice at ALL Terre Haute Housing Authority Communities.

TERRE HAUTE, IN 47803

MAINTENANCE PLAN

MASTER METERED GAS OPERATION

Reviewed: 1/31/00 By: Tim Buddle

Director of Maintenance

The Housing Authority of the City of Terre Haute plans to maintain and operate its facilities in accordance with applicable Federal and State Safety Codes and Regulations and in accordance with accepted gas industry safety practices.

LEAK SURVEYS

The gas distribution system shall be surveyed regularly for indication of leaks and abnormal conditions that may affect the safety of personnel or property. Particular attention shall be given to high traffic areas and construction area where external pressure, settlement or movement could affect or damage the distribution system.

Types and Frequency of Surveys:

Type:	Residential
Type of Survey:	Leak Test & Visual Inspection
Intervals:	Once a Year

Additional surveys or patrols shall be scheduled, whenever necessary, to assure the safety of personnel and normal operation of the distribution system.

All reported leaks must be investigated promptly.

REPAIRS AND REMEDIAL MEASURES

All leaks or other defects shall be repaired immediately. Whenever permanent repairs cannot be made at once, temporary measures shall be taken to protect personnel and property from injury or damage.

All repairs shall be made in such a manner as to promote the greatest safety for the public and shall equal or exceed the requirements as required by the Public Service Commission and Federal Department of Transportation regulations.

All repaired leaks must be rechecked within a 30 to 60 day period to determine if gas is still present. In the event gas is detectable, additional action must be taken to correct the problem.

CATHODIC PROTECTION

All buried metallic piping shall have cathodic protection in areas of active corrosion.

- 1). All coated metallic pipe shall be insulated at the meter and where it enters the building wall.
- 2). All coated metallic pipe shall have magnesium anode attached to bring the p/s measurement to -0.85v or more negative.
- 3). Bare metallic piping shall be hot spot protected at areas of active corrosion. Areas of active corrosion shall be determined by electrical survey or if impractical by other means. The areas where corrosion leaks develop are considered active corrosion areas.

All buried metallic pipe under cathodic protection shall be surveyed once each year at intervals not to exceed fifteen (15) months.

- 1). P/S readings shall be taken at pre-determined points and the readings recorded.
- 2). Bare pipe that is hot spot protected shall be re-evaluated every three (3) years.
- 3). Above ground piping shall be examined for atmospheric corrosion at intervals not to exceed three (3) years.

All deficiencies discovered during the cathodic protection survey shall be corrected promptly.

- 1). If a corrosion leak develops on cathodically protected pipe, the entire system shall be resurveyed and additional anodes added, if necessary, to bring the p/s of the buried pipe to -.85 volts.
- 2). Corrosion leaks on bare steel shall have magnesium anodes attached to the pipe at the corrosion area.
- 3). Whenever the buried pipe is exposed for any reason, the condition of the pipe or coating shall be recorded and anodes added if necessary.

VALVES

All valves necessary for the safe operation of the gas system shall be listed. These valves shall be inspected at intervals not exceeding twelve (12) months. Report all deficiencies immediately.

RECORDS

The following records shall be maintained by the Housing Authority of the City of Terre Haute:

- 1). Leakage Control Surveys
- 2). Reported Leaks
- 3). Leak Repair Records
- 4). Cathodic Protection Tests
- 5). Evaluation of Bare Pipe
- 6). Visual Inspection Records
- 7). Maps and/or records of Buried Pipe
- 8). Valve Inspection Records

REPORTS

The Annual State Report must be reviewed and submitted every year. A copy will be prepared and forwarded, by no later than March 1st to :

Pipeline Safety Division
Indiana Utility Regulatory Commission
302 West Washington Street
Suite E306
Indianapolis, IN 46204

As required by the Pipeline Safety Division, report all serious accidents, explosions or fires involving gas lines.

TERRE HAUTE HOUSING AUTHORITY

GAS EMERGENCY PLAN

Revision: 1/31/00

Approved: Tim Buddle,

Director of Maintenance

INTRODUCTION

It is the purpose of the Gas Emergency Plan to outline procedures whereby situations of an emergency nature can be alleviated promptly and gas services can be restored in an orderly manner.

EMERGENCY COORDINATORS

Sector Chiefs at the Dreiser Square, Lockport, Margaret Avenue and Garfield Towers communities are delegated as the Emergency Coordinators and will be responsible for the safety and protection of persons and property. Sector Chiefs will be in complete charge of the operation, determine what procedures will be used, delegate responsibility to other employees and instruct them in their assigned duties. Sector Chiefs will be familiar with the proper turn-off and turn-on procedures of the gas systems at each required community and personnel to contact.

ACTION

Upon receiving an Emergency Gas call, the Sector Chief shall evaluate the situation and determine what action to take. The following procedure will be followed in all gas emergency situations:

- 1). Turn OFF main gas valve and secure the area.
- 2). Notify Indiana Gas Company (1-800-777-2060).
- 3). Notify local police and fire department (911).
- 4). Contact the Director of Maintenance* (232-1381, ext. 338) Work
(877-6279) Home

* The Director of Maintenance will be responsible for contacting all other agencies, including, but not limited to:

- 1). Vigo County Civil Defense (462-3217, 232-8730).
- 2). United Utilities Construction Company (1-217-932-5215).
- 3). Indiana Utility Regulatory Commission (Pipeline Safety Division),
(1-317-232-2718) or (1-317-232-2754)

NOTE: EMERGENCY OVERTIME PERSONNEL will be responsible for:

- 1). Turning OFF the main gas valve and securing the area.
- 2). Notifying the Indiana Gas Company (1-800-777-2060).
- 3). Contacting the Emergency Coordinator (sector chief).

After conditions are no longer urgent, sector chiefs will arrange to turn-on gas services that have been cut off during the emergency situation.

EMERGENCY VALVE LOCATIONS

DREISER SQUARE: Eastside of First Street (between Farrington and Cruft Streets).

LOCKPORT: Fenced area in the alley just West of the Community Center.

MARGARET AVENUE: 2996 Jackson (Corner of Jackson Street and Margaret Avenue).

GARFIELD TOWERS: South Wing of Building (Next to maintenance shop overhead doors).

EMERGENCY CONTACT LIST

PERSONNEL

POSITION	NAME	ADDRESS	PHONE
Gas Emergency Sector Chief	Patrick Dugger	Dreiser Square	232-1381, ext. 301 235-5826 (home)
Gas Emergency Sector Chief	Bill Locke	Margaret Avenue	232-1381, ext. 344 466-9228 (home)
Gas Emergency Sector Chief	Norman Balder	Lockport	232-1381, ext.340 299-1686 (home)
Gas Emergency Sector Chief	Don King	Garfield Towers	232-1381, ext. 332 234-7144 (home)
Gas Supplier	Indiana Gas Company, Inc.		1-800-777-2060
Contractor/ Consultant	United Utilities Construction Co. 1101 North Drive Casey, IL 62420		1-217-932-5215 (24 hour service)
Director of Maintenance	Tim Buddle	1112 Locust Street	232-1381, ext. 338 877-6279 (home)
Pipeline Safety Division	AnnMarie Robertson	302 W. Washington Suite E306 Indianapolis, IN	1-317-232-2754 (work) 1-317-232-6758 (fax)

AGENCIES

NAME	ADDRESS	EMERGENCY	BUSINESS
Police Department	17 Harding Avenue	911	238-1661
Fire Department & Ambulance	Terre Haute	911	466-1421
Sheriff	Vigo County	232-3801 232-3802	462-3226
State Police	Terre Haute Post	299-1151	299-1153
Civil Defense	934 S. 4th Street		462-3217

TO: Sector Chiefs
THHA Maintenance Department
FROM: Tim Buddle, Director of Maintenance
SUBJECT: Fire Extinguishers

DATE: February 23, 1999

I have attached "the list" with the location of the **chargeable** fire extinguishers. Admiral Fire Protection, inc. is responsible for the yearly inspection, replacement and recharging of all **chargeable** extinguishers.

The **maintenance staff** is responsible for the inspection and replacement of defective non-chargeable extinguishers.

Continue to inspect the chargeable fire extinguishers during your daily and weekly inspections of the facilities. However, report directly to me any required corrective action. I will be responsible for contacting Admiral Fire Protection, Inc.

C. Housing Assistance Payment Contract (Section 8 Programs)

**Housing Assistance Payments Contract (HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

3. Contract Unit/Address/Owner/Landlord

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____ During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

X. Item

Provided by _____ Paid by _____

Heating Natural gas _____

Bottle gas _____

Oil or electric _____

Coal or other _____

Cooking Natural gas _____

Bottle gas _____

Oil or electric _____

Coal or other _____

Other electric _____

Airconditioning _____

Water heating Natural gas _____

Bottle gas _____

Oil or electric _____

Coal or other _____

Water _____

Sewer _____

Trash collection _____

Refrigerator _____

Range _____

Microwave _____

Other
(specify) _____

X. Housing Authority of the City of Terre Haute

Authorized Representative: _____

Date: _____

Owner

Authorized Representative: _____

Date: _____

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

The owner certifies that:

- (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
- (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
- (3) The lease is consistent with State and local law.
- (4) The owner is responsible for screening the family's behavior or suitability for tenancy.
- (5) The PHA is not responsible for such screening.
- (6) The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

2. Maintenance, Utilities, and Other Services

The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

The owner must provide all utilities needed to comply with the HQS.

If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies.

PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction.

If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

The PHA must notify the owner of any HQS defects shown by the inspection.

E. 4. Term of HAP Contract

X.

XI.

a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

XII.

XIII.

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

E.

F.

5. Provision and Payment for Utilities and Appliances

X.

XI.

XII.

XIII.

XIV.

XV.

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

E.

F.

6. Rent to Owner: Reasonable Rent

X.

XI.

XII.

XIII.

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

X.

XI.

c. The PHA must re-determine the reasonable rent when required in accordance with HUD requirements. The PHA may re-determine the reasonable rent at any time.

XII.

- XIII. d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

E.

F.

7. PHA Payment to Owner

X.

XI.

a. When paid

- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant.

However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control.

Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract.
- (5) The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

X.

XI.

b. Owner compliance with HAP contract.

XII.

XIII.

Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

X. c. Amount of PHA payment to owner

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

X. d. Application of payment.
XI.

XII. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

XIV. e. Limit of PHA responsibility.
XV.

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

X. f. Overpayment to owner.
XI.

XII. If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

E. 8. Owner Certification
F.

During the term of this contract, the owner certifies that:

1. The owner is maintaining the contract unit and premises in accordance with the HQS.
2. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
3. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
4. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
5. The family does not own or have any interest in the contract unit.
6. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
7. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination.

- E.
- F. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:
 - X.
 - XI. a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
 - XII.
 - XIII. b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- E.
- F. **10. Owner's Breach of HAP Contract**
 - X.
 - XI. a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
 - X.
 - a. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
 - b. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
 - c. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
 - d. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
 - e. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.
- E.
- F. **11. PHA and HUD Access to Premises and Owner's Records**
 - X.
 - XI. a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
 - XII.
 - XIII. b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
 - XIV.

- XV. c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

E.

F. 12. Exclusion of Third Party Rights

X.

XI.

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

XII.

XIII.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

XIV.

XV.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

XVI.

XVII.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

E.

F.

G.

H. 13. Conflict of Interest

X.

XI.

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

X.

XI.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

XII.

XIII.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

XIV.

XV.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

XVI.

XVII.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

XVIII.

XIX.

cause.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good

XX.

XXI.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits, which may arise from it.

E.

F. 14. Assignment of the HAP Contract

X.

XI.

XII.

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

- XIII. b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- XIV.
- XV. c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- XVI. d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
- (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- X.
- XI. e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- XII.
- XIII. f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7). Has not paid State or local real estate taxes, fines or assessments. g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Written Notices.

Any notice by the PHA or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.

- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture, which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage.

The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services.

The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements.

The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds.

During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

Any violent criminal activity on or near the premises; or

Any drug-related criminal activity on or near the premises.

The owner may terminate the tenancy during the term of the lease if any member of the household is:

Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

Violating a condition of probation or parole under Federal or State law.

The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

2. During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

3. After the initial lease term, such good cause includes:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Eviction by court action.

The owner may only evict the tenant by a court action.

f. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant.
(However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

16. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 pro-gram. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD. PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

TENANCY ADDENDUM – SECTION 8

Tenancy Addendum Section 8 Tenant-Based Assistance Housing Choice Voucher Program

(To be attached to Tenant Lease)

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

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract.
- c. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture, which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

C. Family damage.

The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services.

The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

d. Eviction by court action.

The owner may only evict the tenant by a court action.

f. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant.
(However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

16. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract. **Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD. **PHA.** Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

E. Model Lease Section 8 Only

(See following Attachment)

X. GRIEVANCE PROCEDURE REQUIREMENTS

The following "Grievance Procedure" shall be applicable to all individual grievances involving the HA, the tenant, or the owner/landlord.

The grievance procedure shall NOT be applicable to disputes between people who are not residents of the Housing Authority or participants in HA programs.

The Grievance Hearing is NOT intended to be a forum for initiating or negotiating policy changes between a group or groups of tenants and the HA Board of Commissioners.

FURTHER, THE GRIEVANCE PROCEDURE WILL NOT BE APPLICABLE TO LEASE VIOLATIONS INVOLVING THE FAILURE TO PAY RENT.

B. Requirements

All participants shall be afforded the opportunity for a hearing or grievance.

A "Grievance" shall mean any dispute which a tenant or landlord may have with respect to action or failure to act in accordance with their lease, Housing Assistance Payment Contract or HA regulations which adversely affects their rights, duties, welfare, or status.

C. Procedures

1. INFORMAL SETTLEMENT

Any grievance may be personally presented either orally or in writing, to the office of the project in which the complainant resides or a Section 8 Supervisor so that the grievance may be discussed informally and settled without a hearing.

A summary of such discussion shall be prepared by the HA Representative within a reasonable time and one copy shall be given to the complainant and one retained in the HA's tenant file.

The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

2. FORMAL SETTLEMENT

The complainant must submit a written request for a hearing to the HA through the Property Manager or Section 8 Specialist within ten days of the adverse action stating:

- a. The reason for the grievance;
- b. The action or relief sought.

Failure to request a hearing in accordance with the policy shall make the HA determination in regard to the complainant final.

Terminations cannot be in effect until this notice has expired.

All grievances **MUST** be personally presented either orally or in writing as an informal grievance prior to requesting a formal grievance hearing.

Upon compliance of Paragraphs 1 and 2 of this section, a hearing shall be scheduled by the Hearing Officer on the next regularly scheduled hearing date at a time and place reasonably convenient to both the complainant and the HA.

A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

C. Hearing Format

1. The hearing will be conducted by the Hearing Officer.

2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents (at ten cents per copy), records and regulations of the HA that are relevant to the hearing.

Likewise, the HA is to have the same opportunity to copy documentation and records to be used by the complainant. (Any document not made available after request may not be relied on at the hearing.

b. The right to be represented by counsel or one other person chosen as his or her representative;

c. The hearing will be private;

d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by property management and to confront and cross-examine all witnesses on whose testimony or information property management relies; and

e. The decision based solely and exclusively upon the facts presented at the hearing.

3. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding. This includes cases where a hearing has already been held and staff decision upheld.

4. If the complainant or the appropriate HA official fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing or may make a determination that the party has waived his right to a hearing.

Both complainant and the HA official shall be notified of the determination hearing shall not constitute a waiver of any right the complainant may have to due process in a court of law.

5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA official must sustain the burden of justifying the action or failure to act against which the complaint is directed.

6. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer shall require all participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

7. The complainant or the HA official may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

D. Decision of the Hearing Officer

1. A written decision shall be prepared stating the reasons for the decision within 72 hours after the hearing. The complainant and the HA official shall receive a copy of the decision. A copy shall be retained in the tenant file.

2. The decision of the Hearing Officer SHALL BE BINDING on all parties.

E. Review by Board of Commissioners

Review by the Board of Commissioners is not a formal part of the tenant/landlord grievance procedure.

F. THHA Evictions

If a tenant has requested a hearing on a complaint involving a HA notice of termination of the tenancy and the Hearing Officer upholds the HA's action to terminate the tenancy, the HA shall not commence an eviction action in a State or local court until it has served a Notice to Vacate on the tenant, and in no event shall the Notice to Vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the complainant.

This Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises within applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

X. PROCUREMENT POLICY

Resolution # 811
2/27/90

Whereas and pursuant to 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments: Procurement, the Board of Commissioners of the Housing Authority of the City of Terre Haute adopt the following methods and procedures concerning procurement for the Authority:

I. Any procurement action or event not specifically detailed herein shall automatically comply with the standards set forth in 24 CFR 85.36 (a copy of which is attached to and a part of this policy)

- II. It is understood and accepted that 24 CFR 85.36 is applicable to any procurement funded under:
- A) 24 CFR 941 - Public Housing Development Program
 - B) 24 CFR 968 - Comprehensive Improvement Assistance Program
 - C) 24 CFR 990 - Annual Contributions for Operating Subsidies for Public Housing Projects

III. It is understood and accepted that 24 CFR 85.36 supercedes any procurement regulation in effect, unless specifically so excepted and referenced by statute or reference:

Whereas, the Board of Commissioners of the Housing Authority of the City of Terre Haute specifically adopt the following methods and procedures concerning procurement for the Housing Authority:

I. Purchases and contracts, not to exceed \$25,000, shall be made by Contracting Officer or his designee, in the open market, after such inquiry as he deems necessary to insure that the price obtained is the most advantageous to the Housing Authority;

II. Bids shall be solicited orally, by telephone, or in writing from, if possible, at least three suppliers;

III. Bids shall be tabulated and kept on file for the purposes of reference, monitoring, and compliance;

IV. Purchases and contracts, in excess of \$25,000, shall be:

A) Advertised for bid in at least one newspaper of general circulation; OR

B) Advertised for bid in circular letters to all available dealers;

OR

C) Advertised for bid by a combination of such methods in A) and B)

AND

D) Awarded solely by formal resolution of the Board of Commissioners.

Resolution #836

12/27/90

Minority Business Enterprises

WHEREAS and pursuant to the provisions of its Procurement Policy, as approved now and amended hereinafter, and in compliance with the dictates of Executive Order 12423, the Board of Commissioners of the Housing Authority of the City of Terre Haute hereby amends its Procurement Policy to incorporate the following:

It shall be the practice of the Housing Authority of the City of Terre Haute to promote, encourage, and actively do business with entities that are properly categorized as "Minority Business Enterprises" according to applicable statute.

This practice shall not be subject to specific numerical goal but shall be subject to review and specific written approval by the Contracting Officer on;

- 1) All contracts and purchases in excess of \$25,000.00 and
- 2) By exception, all contracts and purchases less than \$25,000

This practice shall be effective immediately and responsibility for its implementation and compliance is hereby vested in the Executive Director.

V. Non-competitive procurement (i.e. solicitation of a bid from only one source) shall be allowed when the award of a contract is infeasible under the aforementioned procedures AND one of the following circumstances applies:

- A) The item is available from only one source;
- B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- C) The awarding agency authorizes non-competitive proposals;
- D) After solicitation of a number of sources, competition is determined inadequate (a cost analysis will be required).

VI. The Contracting Officer for the Housing Authority of the City of Terre Haute shall be the Executive Director or his designee.

RESIDENT INITIATIVES POLICY

RESOLUTION 98-4

WHEREAS and pursuant to any and all previous resolutions passed by the Board of Commissioners of the Housing Authority of the City of Terre Haute the following shall constitute the official position and policy concerning participation and involvement of residents in the day-to-day affairs of the Authority:

- 1) Resident input on any issue, if constructive and provided in the proper forum and manner, shall actively be encouraged and solicited.
- 2) Resident business opportunities, if constructive, shall be actively supported and nurtured.
- 3) Resident employment shall be actively encouraged to the maximum extent feasible within the resources of the Authority and to the maximum extent possible from resources outside the Authority.

NOWHEREFORE the aforementioned is established as formal policy from this day forward and management personnel are advised to incorporate such into their daily business activities.

XI. CAPITALIZATION POLICY

RESOLUTION # 706

WHEREAS and pursuant to the requirements of Part II, Sections 309 thru 312 of the Authority's Annual Contributions Contract, it is necessary to capitalize property for financial control purposes, the following criteria are adopted by the Board of Commissioners of the Terre Haute Housing Authority:

Definitions and Classes of Real and Personal Property

A. Real Property comprises all land and buildings and all fixtures permanently attached thereto or installed in a fixed position, such as water heaters; all heating equipment, except space heaters not connected to ducts or pipes for the distribution of heat; water, gas, and electric meters; fixed cabinets, shelving, and other built-in facilities; such as spray pools; fences and garbage stations; and other similar appurtenances.

(All real property shall be capitalized)

B. Personal Property comprises all materials and supplies, equipment, and fixtures which are not attached to the land or buildings and are not installed in a fixed position, such as ranges, refrigerators, screens, window shades, moveable kitchen cabinets and tables, office equipment, maintenance equipment, individual space heaters not connected to ducts or pipes for the distribution of heat, and playground equipment, benches, clothes poles, and flag poles not permanently installed in a fixed position.

NOTE: For capitalization purposes, personal property is treated in three general classes of items as follows:

- 1) Materials and Supplies - Defined as items of property which can be used only once, such as fuel, cleaning supplies etc.;
- a) are spent in use, such as brooms, brushes etc.;
- b) lose their identity or become an integral part of other property when put to use, such as nails, lumber, cement, repair parts, etc..
- c) the term "materials and supplies" also includes tools and equipment having a useful life of one year or less.

All materials and supplies having a value of less than \$300.00 per unit of measure shall not be capitalized

XII. DISPOSITION POLICY

RESOLUTION # 595

5/31/83

WHEREAS and pursuant to the requirement of Part II, Sections 308 thru 312 of the Authority's Annual Contribution Contract, it shall become necessary to dispose of any real property theretofore acquired in connection with the development and/or operation of any project the following shall constitute the official disposition criteria and procedure of the Terre Haute Housing Authority and is so adopted by the Board of Commissioners:

- b. Real and personal property definitions shall remain the same as defined in the capitalization policy;
- c. Real and personal property deemed necessary to be disposed of, with an original value to or greater than \$50.00, shall be identified and described before the Board of Commissioners, in writing at their regular monthly meeting. Said identification and description shall be as complete and accurate as possible and at a minimum shall contain the following information:
 - 1) Description of item and location
 - 2) Year or Date of Purchase
 - 3) Serial / Product ID number
 - 4) Original purchase price (except for Land, in which case, the Fair Market Value will be stated)
 - 5) Reason for the disposition
- d. Subsequent to formal Board Resolution approving disposition, the Executive Director shall ensure that the Authority obtains the most advantageous remuneration possible from the disposition property and so record said remuneration, if any, on the Authority's Books of Account and Record pursuant to applicable procedures.
- e. The Executive Director may establish any and all internal procedures necessary to comply with the intent of the previous paragraphs of this policy, but in no event may any Real or Personal property be disposed of without formal Board approval.

XIII. Personnel Policy

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1.0 PURPOSE

This statement establishes basic rules and regulations affecting personnel of the Housing Authority. The Authority's Personnel Policy goals are:

- 1.1 To provide employees with a professional environment in which they can further their personal careers while meeting the goals of the Authority.
- 1.2 To ensure that all employees are aware of their obligations to the Authority, the regulations governing their employment, and their rights while in the employ of the Authority.

This manual is not a contract, express or implied, guaranteeing employment for any specific duration.

Either you or the Authority may terminate the employment relationship at any time, for any reason, with or without cause or notice.

No individual representative of the Housing Authority has the authority to enter into an agreement for employment for any specified period or to make any promises or commitments contrary to the policies or information stated herein.

2.0 EMPLOYMENT POLICIES

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F. 2.1 Equal Employment Opportunity

The Housing Authority is an equal employment opportunity employer and will not discriminate against any employee or applicant for employment in a manner that violates the law.

The Authority promotes equal employment opportunity for all persons without regard to race, sex, age, religion, national origin, political affiliation, veteran status, physical or mental disability.

It is the Authority's intent that equal employment be provided in employment, promotion, wages, benefits, and all other privileges, terms and conditions of employment.

E. 2.2 Political Affiliation; Hatch Act Compliance

In accordance with the provisions or purposes of the Hatch Act (5 U.S.C. 7323, inter alia), an employee shall NOT:

- A. Use his official authority or influence for the purpose of interfering with an election or nomination for office or affecting the result thereof.
- B. Directly or indirectly coerce, attempt to coerce, command, or advise any other such officer or employee to make payment, loan, or contribution for political purposes.
- C. Take any part in political management or in political campaigns unless:
 - (1) it is in connection with questions which are not specifically identified with any national or state political party, such as questions relating to constitutional amendments, referendums, or approval of municipal ordinances; or
 - (2) none of the candidates to be nominated or elected represents a party any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected.

The Hatch Act expressly states that all persons subject to the Act shall retain the right to vote as they may choose and to express their opinion on any and all political subjects and candidates.

Direct or indirect participation in any of the following types of political activity is in violation of the Hatch Act as construed by the Civil Service Commission:

(The prohibited activities are set forth in more detail under the heading "Prohibited Activities" in the pamphlet entitled "POLITICAL ACTIVITY OF FEDERAL OFFICERS AND EMPLOYEES", commonly referred to as PAMPHLET 20, prepared by the U.S. Civil Service Commission.)

- a) Serving on or for any political committee, party, or similar organization, or serving as delegate or alternate to a caucus or party convention.
- b) Soliciting or handling political contributions
- c) Addressing or organizing or serving as officer of a political club
- d) Addressing or taking an active part in preparing, organizing or conducting a political meeting or rally
- e) Engaging in political conferences or canvassing a district soliciting political support for a party, faction or candidate.
- f) Taking an active part in primary or regular elections, such as soliciting votes or helping to get out the voters on Election day.
- g) Acting as an election officer in a capacity which may involve partnership or partisan political management.
- h) Publishing or being connected editorially or managerially with any newspaper generally known as partisan from a political standpoint.
- i) Writing for publication or publishing any letter or article, signed or

- unsigned, in favor of or against any political party or candidate.
- j) Becoming a candidate for nomination or election to any public office which is to be filled in an election in which party candidates are involved.
- l) Distributing campaign literature or material.
- m) Initiating or circulating political petitions.
- n) Becoming prominently identified with any political movement, party, or faction, or with the success or failure of any candidate for election to public office.

E. 2.3 Nepotism

The employment of members of the same immediate family shall be avoided insofar as possible.

Under no circumstances shall any employee supervise an immediate relative.

For purposes of this section, the terms “immediate family” and immediate relative” shall include spouse, sibling, children, parents, grandparents, grandchildren, or corresponding “in law” or “step” relations.

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F. 2.4 Organization

A. Organization Plan -- All positions shall be established in accordance with an operating budget and supplemental information clearly setting forth areas of responsibilities and authority.

B. Delegation of Authority—Every employee shall be given the authority necessary to perform his assigned duties.

C. Authority to effect personnel actions—Authority to appoint, promote, transfer, demote, and separate personnel—shall be vested in the Executive Director and such other officials as are formally designated to act for him.

2.5 Position Classification

A. Establishment of Classes—All positions shall be grouped in classes, each class to include those positions sufficiently alike to justify common treatment in selection and compensation.

B. Classification Plan—A Classification Plan, consisting of (1) a list of position classes, (2) descriptions for each class of job, and (3) organization chart showing each position and its title shall be stated in Appendices 1 and 2 of the Policy.

C. Reclassification—A person’s current position may be reclassified as a result of increased responsibility, increased work load, or a substantial change in the scope of work being done.

2.6 Immigration Law Compliance

The Authority is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Former employees who are rehired must also complete the form if they have not completed and I-9 with the Authority within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues should contact their immediate supervisor who shall, as soon as possible, provide the information or answers to the employee. Employees may raise questions or seek information about immigration law compliance without fear or reprisal.

E. 2.7 Nondiscrimination Against and Accommodation of Individuals With Disabilities

The Authority complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities.

The Authority will provide reasonable accommodation for such individuals in accordance with these laws.

The Executive Director is responsible for the evaluation of any request for accommodation pursuant to ADA guidelines and whether or not said request constitutes an undue hardship on the Authority.

All requests for said accommodations shall be in writing to the Executive Director.

3.0 RECRUITMENT

3.1 Applications

Persons desiring employment shall file written resumes at the Authority's administrative offices, setting forth their qualifications for employment and other such information as may be required. est.

3.2 Examination and Selection

Selection of applications for exempt employment will be through a formal selection process as follows:

A. When a position becomes vacant or a new position has been created, an appropriate job description is prepared or modified.

B. The position is first advertised internally; at the discretion of the Executive Director, external advertisement of the position may be listed in the local newspapers or other means of publication.

C. Each applicant's resume will be reviewed by the Executive Director and discussed with staff as he deems appropriate. The Executive Director shall make final all hiring decisions.

NOTE: In the case of applications for the position of Executive Director, the provisions of this paragraph will apply to the Board of Commissioners.

d. A new employee's supervisor will conduct a performance review at the conclusion of three months' employment.

3.3 Job Posting

The Authority supports promotion of employees from within and has established the following policy in order to give all employees opportunities to apply for positions in which they are interested and qualified.

Vacancy announcements will be attached to the next paycheck due the employee. Said announcement shall state the title, position classification, pay-range, essential functions of and minimum requirements for the job.

Hiring will not take place prior to the next pay period following the initial announcement, except in emergencies, the designation of which shall be the responsibility of the Executive Director. (i.e. 14 days)

Eligibility is determined by meeting the minimum hiring specifications for the position, capability of performing the essential functions of the job (with or without reasonable accommodation), be an employee in good standing in terms of overall work record, and generally having served in his or her current position for a minimum of six months.

Employees ARE responsible for monitoring job vacancy notices and for acquiring, completing, and submitting job applications.

Employees are NOT required to notify their supervisor when submitting an application for a posted position.

If an employee is selected as a finalist for a posted position, supervisors will be contacted for, among other things, a recommendation.

4.0 EMPLOYEE STATUS

4.1 Full and Part Time Regular Employees

Any employee who works 30 hours or more per week on a regular basis shall be defined as a “full-time regular employee” and shall be eligible for leave and benefits as outlined in this policy.

Any employee who works less than 30 hours per week on a regular basis shall be defined as a “part-time regular employee”.

Part-time regular employees are eligible for sick and annual leave at an accrual rate one-half of that accorded to full-time employees.

Part-time regular employees are not eligible for health, pension, and disability benefits.

4.2 Temporary Employees

Employees engaged to work full-time or part-time on the Authority’s payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment or for an agreed upon time period shall be defined as “temporary employees”.

Temporary employees are NOT eligible for leave and benefits.

A temporary employee may be offered and may accept a new temporary assignment with the Authority and still retain temporary status.

Any employees hired through employment agencies for specific assignments shall remain employees of the respective agencies, NOT the Authority.

4.3 Personnel Files

The Authority maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee’s tenure with the Authority, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation.

You may review your personnel file on an annual basis.

It is the employee’s responsibility to ensure that the required information in it is current.

Custody of the personnel files is vested solely in the Executive Director, who shall be responsible for accumulation of and disposition of their contents.

5.0 EMPLOYEE CONDUCT

5.1 Ethics of Employment

The Authority requires that employees observe the ethical standards and guidelines in the performance of their duties. To that end:

A. No employee shall use their position for personal gain or shall engage in any business or transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the Authority's operation;

B. No employee shall disclose confidential information concerning the Authority's operation for any reason, including to advance the financial or other private interest of themselves or others;

C. No employee shall accept any gift, favor or item of value that may tend to influence an employee in the discharge of their duties;

D. Any employee offered a gift or favor who is NOT certain if acceptance is a violation shall inform their supervisor of the gift offer;

E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their duties for the Authority.

Violations of this code will constitute a cause for suspension, removal from office or employment, or other disciplinary action.

5.2 Use of Authority Property

No employee shall use or allow to be used the Authority's property such as vehicles, telephones, mailing privileges, material etc., etc. for personal use unless said use is approved, in writing, by the Executive Director and said use is properly accounted for pursuant to IRS rules and regulations governing imputed income derived from fringe benefits provided by the employer.

5.3 Drug and Alcohol Abuse

The possession, consumption, or working under the influence of intoxicating beverages or illegal drugs while on duty is STRICTLY PROHIBITED.

The Housing Authority of the City of Terre Haute is a drug-free workplace and ALL employees will be subject to RANDOM drug testing pursuant to procedures established by the Board of Commissioners in Appendix 5.

Employees are reminded that the abuse of alcoholic beverages is, under certain circumstances, subject to criminal penalties. Employees are reminded to conform their personal conduct to lawful activity.

Employees are further reminded that the possession, use, sale, delivery, or other contact with illegal drugs or other narcotics (if not prescribed by a physician) may be subject to criminal penalty as well.

Under no circumstances shall an employee present himself/herself for work, or perform work, while under the influence of intoxicating beverages and/or illegal drugs.

5.4 Sexual Harassment

The term "Sexual Harassment" is defined as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment, or
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile or offensive work environment.

The Authority will not tolerate any behavior by employees or contractors providing services to the Authority which subject its employees to sexual harassment.

Any employee who feels that he or she has been subjected to such harassment shall immediately report the situation to the Executive Director or the Director of Administration & Finance or both.

Likewise, any employee has witnessed what he or she believes to be sexual harassment shall immediately report these observations to the Executive Director or the Director of Administration & Finance or both.

Sexual harassment WILL result in immediate discipline up to and including discharge of the employee or contractor involved.

No retaliatory action will be taken against any person who reports that he or she is a victim of or has witnessed harassment or other discriminatory conduct.

Any questions concerning this issue, now or in the future, are to be directed exclusively to the Executive Director or the Director of Administration & Finance or both.

5.5 Safety

Employees are obligated to be constantly vigilant with respect to unsafe working conditions, property, tools, practices etc. etc.

Common sense safety practices are the expected standard at ALL times for ALL employees.

Suggestions regarding safety are welcome and encouraged. They should be made to your immediate supervisor.

5.6 Dress Code

Employees are expected to attend to personal grooming and dress so as to present an acceptable appearance to the public.

Work apparel should be appropriate to the employee's work assignment.

The Executive Director's opinion in this matter shall be final.

5.6 Workplace Violence

The Authority's policy expressly prohibits any acts or threats of violence by any employee or former employee against any other employee or person on the Authority's property or elsewhere.

The Authority is committed to:

- a) Providing a safe and healthful work environment;
- b) Taking prompt remedial action up to and including termination of employment against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures;
- c) The absolute prohibition of unauthorized firearms or other weapons on the Authority's premises by any person;
- d) Applying the provisions of a), b), and c) above to the general public or former employees as they may apply.

In furtherance of this policy, employees have a duty to warn their supervisors of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve persons engaged in or deemed about to be engaged in an activity defined in b) above.

Reports will be kept confidential and retaliation against the reporter will not be tolerated.

6.0 COMPLAINT RESOLUTION

Employees shall have the right to present complaints verbally or in writing, and, in so doing, employees shall be assured of freedom from restraint, interference, discrimination, and reprisal. Supervisors at all levels shall receive and act promptly on employees complaints.

It is expected that misunderstandings or conflicts will arise as a natural course of human interaction over any period of time.

It is further expected that all employees, regardless of position classification, will FIRST attempt to resolve those conflicts in a reasonable and rational manner AND in an INFORMAL setting

6.1 Basis For Formal Disciplinary Action

If an employee's conduct falls below a desirable or required standard and resolution is not possible through informal efforts, formal disciplinary action may be initiated for any of the following reasons:

- Any action reflecting discredit on the Authority
- Misconduct
- Workplace Violence
- Inefficiency
- Incompetence
- Insubordination
- Indolence
- Malfeasance
- Misfeasance
- Conviction of a felony
- Absenteeism or Tardiness
- A willful violation of these rules
- The use, possession or reporting for work under the influence of alcoholic beverages during working hours.
- The use, possession, sale or reporting for work under the influence of a controlled substance other than a drug prescribed by a physician

This list is not all inclusive; it is intended to cover the most common reasons

6.2 Formal Disciplinary Procedures

The Authority has instituted the following procedures for disciplining and, if necessary, terminating the employment of employees for just cause.

The employee has the right to appeal any disciplinary action pursuant to the following stated procedures.

Depending on the nature of the infraction and pursuant to his/her best judgment, the supervisor may use any of the following disciplinary actions:

Verbal Warning:

This action is taken by a supervisor to notify an employee of actions or conduct which is subject to disciplinary action and its consequences. A verbal warning initially does not become part of the permanent employee record but may be retained by the supervisor for performance evaluation purposes.

Written Warning:

This action is taken by a supervisor, with or without prior review or approval, to officially notify an employee of disciplinary action. This warning and any prior verbal warnings become part of the permanent employee record.

Suspension:

There are two types of suspensions, both of which are WITHOUT pay, both of which are subject to approval by the Executive Director, and both of which become part of the employee's permanent employment record.

- A disciplinary suspension may be given for a period of up to 10 working days.
- A suspension of 30 calendar days pending investigation of charges which, if substantiated, will result in dismissal. Such suspension, for good cause, may be extended to permit completion of the investigation.

Termination:

There are two types of termination both of which are subject to the approval of the Executive Director and both of which become part of the employee's permanent employment record;

- Termination from employment based on unsatisfactory job performance which shall, at the discretion of the Executive Director, shall require two weeks notice or two weeks termination pay, payable at the next pay period following said termination.
- Termination from employment based on violation of the rules outlined in this personnel manual may, at the discretion of the Executive Director, be made effective immediately, WITHOUT notice OR payment in lieu of notice.

Notice of termination shall be presented to the employee in writing, if requested, with a statement of the reasons said action is being taken.

NOTE: The Director of Administration & Finance may be terminated only by formal resolution of the Board of Commissioners.

6.3 FORMAL APPEAL PROCEDURE

Employees shall have the right to formal hearing before the next - level supervisor for personnel actions ONLY involving suspension or termination.

Said request, which shall be made in writing to the Executive Director, shall not delay the previously stated procedures to be used for a particular personnel action.

Said request is subject to any and all reasonable time constraints the Hearing Officer may incur in conducting the hearing.

That Hearing Officer will have the authority to amend, reject or uphold the previously issued personnel action.

**The authority to alter a previously issued personnel action
will be used only for the most compelling of reasons.**

In the case of Division Directors, the next level supervisor shall be the Board of Commissioners.

The hearing of appeals by the Board of Commissioners will be held in Executive Session pursuant to procedures established by Indiana Law with the Chairman or his/her designee presiding.

The Hearing Officer will have total control of the proceedings.

All involved parties will be present at the hearing. The Hearing Officer may decide in what manner to hear witnesses.

The employee may have an attorney, or an attorney-advisor present.

The employee will state his case and the witnesses will state, under oath, any relevant facts.

The Supervisor will be allowed to make further statements or present witnesses in rebuttal.

Only the Hearing Officer may ask questions. All other persons will not be allowed to ask each other questions. The Hearing Officer may, in order to facilitate the presentation, allow legitimate questions to the other parties.

The employee, or his attorney/non-attorney advisor, shall have the right to make the last presentation.

The Hearing Officer will issue a ruling, in writing, in a reasonable period of time.

The hearing does not waive any rights to due process that an employee may have in a court of law. For a proper explanation of those rights the employee is advised to consult an attorney.

If a Hearing Officer's decision or a new set of facts alters a previously issued personnel action, any penalties involving compensation to the employee shall be eliminated or made good pursuant to the Hearing Officer's decision or the incorporation of the new set of facts into the previously issued action.

8.0 EMPLOYEE COMPENSATION

The Authority will establish its salary and rates at levels which permit optimum efficiencies WITHIN budgetary limitations.

8.1 Personnel Salary Chart

A Personnel Salary Chart shall be maintained, showing the salary range and intermediate rates for each position in the Authority. Initial appointments shall generally be made at the minimum salary range.

The current Salary Chart is appended to this manual as Appendix 2.

The Authority reserves the right to update, amend, or revise the Salary Chart.

8.2 Regular Pay; Hours of Work

A work- week is measured from 12:01 A.M. Monday through 12:00 P.M. the following Sunday.

A regular work- week for all full-time employees shall consist of 40 hours.

A regular work- week shall consist of a minimum of 5 eight-hour days or a maximum of 4 ten-hour days with a 15 minute mid-morning break, a one-half hour lunch, and a 15-minute mid-afternoon break.

The Authority, in an effort to accommodate the varying needs and time constraints of each employee's family, maintains a policy of a flexible work schedule, subject to aforementioned parameters AND subject to approval of the employee's immediate supervisor.

The official hours during which the Housing Authority will conduct its business shall be 7:00 A.M. to 6:00 P.M.

It is during that period of time that an employee shall be responsible for providing 40 hours of compensable work. **The Authority will, at all times, at a minimum, be open to the general public between 8:30 A.M and 5:00 P.M.**

8.3 Overtime Pay

All Maintenance employees, BSSI, BSSII, and Sector Chiefs, pursuant to the Fair Labor Standards Act, as amended, are considered Non-exempt and will be paid time and a half for all time worked in excess of eight hours in one day or 40 hours in one week, subject to approval by the Executive Director or his designee.

Paid time off, such as for holidays, vacations, or sick leave, does NOT count toward the eight hours per day or 40 hours per week overtime limit.

Casual or non-predictable overtime, on a rare basis is expected of all other employees and is compensated for by base salaries.

8.4 PERSONNEL ACTIONS AFFECTING PAY

8.4.1 Promotions

When an employee is promoted to a position in a higher grade, his salary shall be increased to the minimum rate for the higher grade except, in the case of overlapping ranges, the promoted employee shall be increased to the step immediately above his present salary.

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F. 2) Demotions

When an employee is demoted to a position in a lower grade, he shall be paid at a comparable rate which is within the approved step range for the lower grade. The rate of pay will be selected to minimize the pay reduction the employee the employee must suffer unless the Executive Director, in writing, certifies that a lower rate is warranted.

In any personnel action affecting pay, the Executive Director will place written notice of said action in the permanent personnel record of the affected employee.

E.

3) Merit Pay

Merit pay increases of varying amounts and duration may be granted for superior performance over a period of time.

Said periods or amounts of are not formally defined in this manual but shall **NOT**, in any event,

- a) occur more than once in any fiscal year
- b) occur simultaneously with a promotion (as defined in 1) above)

and **SHALL** be

- c) at the discretion of the Executive Director
- d) **AND** subject to approval by the Board of Commissioners at a regular business meeting.

Note: Any pay increase or action affecting the Executive Director shall be taken in regular session of the monthly Board meeting and so recorded in the Minutes.

9.0 EMPLOYEE BENEFITS

This section of the personnel manual highlights some features of the Authority's benefit programs. These benefits are more fully described in the summary plan description booklets, which you are provided upon eligibility.

Complete descriptions of the Authority's group health insurance program are also in the master insurance contract maintained in the Executive Director's office.

If the information in this manual and the summary plan contradict information in the actual contracts, those contracts and formal documents shall govern in all cases.

9.1 Group Health Insurance

Group hospitalization and surgical insurance coverage shall be made available to all permanent employees on an OPTIONAL basis, with the Housing Authority paying 100% of the premium for “single” coverage and 60% of the premium for “family” coverage.

(SEE APPENDIX 4)

9.2 Pension

All regular full-time employees shall be covered by the Social Security Act and by the THHA’s Retirement Plan. Participation in the retirement plan is COMPULSARY for eligible employees, on OCT 1 of any given year.

The amount of employee contribution will be 6.00 % of gross wages excluding overtime and any extra compensation.

The Authority will contribute an amount equal to 8.50 % of the employee’s regular wages.

(SEE APPENDIX 3)

9.3 Disability Insurance

Long term disability insurance (intended to supplement the Authority’s sick leave benefits) is **COMPULSARY** for all full-time regular employees.

The Authority will pay 100% of the premium, which is subject to IRS rules and regulations regarding imputed income from employer provided benefits.

10.0 LEAVE

10.1 Annual Leave

Annual Leave with pay shall accrue at the rate of one working day per month for the first five years of service, and one and one quarter days per month thereafter.

Annual Leave may be carried over into any successive calendar years and may accumulate to a total of 30 days at the end of any calendar year.

Accumulated Annual Leave in excess of 30 days is FORFIETED,

Cash payments for accrued annual leave will not be made to current employees but will be made to all employees who separate from service.

Annual leave may only be taken at the convenience of the Authority, and requests for annual leave must be submitted for approval by the immediate supervisor at least ten days in advance.

E.

F. 10.2 Sick Leave

Sick leave with pay is intended to provide employees with protection against loss of salary during periods when they are required to be absent from work due to illness or injury.

Sick leave shall accrue at the rate of one working day per month, with no limit to the amount that can be accumulated.

No cash payment for accrued sick leave will be made under any circumstances.

10.3 Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993, as amended, any employee who has been employed for at least one year AND for at least 1,250 hours during the preceding 12-month period is eligible for family and medical leave.

Family and medical leave will be UNPAID leave.

Any eligible employee MAY be granted a TOTAL of twelve (12) weeks of unpaid family leave AND any paid sick leave AND any paid annual leave during any 12-month period for the following reasons:

- 1) the birth of the employee's child and in order to care for the child; (expires 12 months from the date of birth)
- 2) the placement of a child with the employee for adoption or foster care; (expires 12 months from the date of placement)
- 3) to care for a spouse, child or parent who has a serious health condition;
- 4) a serious health condition that renders the employee incapable of performing the functions of his or her job.

An employee must give notice to his/her immediate supervisor as soon as the necessity for the leave arises.

An employee must submit an application for said leave at least 30 days prior to the beginning of said leave.

A "Medical Certification Statement" may be required at the discretion of the Authority.

During the period of family medical leave, the employee will be retained on the Authority's health plan under the same conditions as applied before the leave commenced.

An employee neither loses or accrues any seniority or employment benefits while taking said leave.

An employee will be restored to his/her old position OR to a position with equivalent pay, benefits, and other terms and conditions of employment, which determination shall be at the discretion of the Authority.

An employee must provide written notification of his/her return to active status at least 5 days prior to their planned return.

Failure to return will result in immediate termination unless an extension is granted by the Executive Director.

NOTE: All forms for the use of this leave are available from the Director of Administration & Finance.

10.4 Military Leave

Consistent with the Universal Military Training and Service Act, an employee who leaves a permanent job for the Armed Forces is entitled to reinstatement if:

- 1) they present a certificate showing satisfactory completion of their military service;
- 2) they apply for re-employment within 90 days of discharge; and
- 3) they are still qualified to do their former job.

They need not be given their former job if the circumstances have changed so as to make it impossible or unreasonable to do so. But, if the veteran is offered an alternative job, it must be equal in seniority, status and pay to job he/she left.

Veterans hospitalized for a year or less after discharge must be reinstated if they apply within 90 days of release from the hospital.

Each Reservist of the Armed Forces or member of the National Guard or Indiana National Guard is entitled to a leave of absence without loss of benefits for active duty or for training purposes.

The Reservist or Guard person will be allowed 15 days of paid leave , in any one calendar year, of military leave. The leave shall not be changed to any other leave.

The employee must provide written orders showing his/her actual duty period.

10.5 Court Duty Leave

An employee called for service on a jury or as witness in court will be granted leave for the duration of the period for which called, unless released earlier, without charge against annual leave.

The Authority will pay the employee the difference between regular pay and court duty remuneration, excluding travel allowance by court.

10.6 Leave Without Pay or Advanced Leave

Leave Without Pay or advanced leave, where no leave is accumulated, may be granted any employee at the discretion of the EXECUTIVE DIRECTOR for any length of time considered necessary or desirable.

Any employee on any type of leave without pay may continue their insurance and pension plans by paying to the respective plan their respective contribution plus the Housing Authority's contribution.

10.7 Sick Leave for Funerals

In the event of death in an employee's immediate family (i.e., spouse, parent, grandparent, child or sibling), SICK leave may be used by the employee for a maximum of five days.

This provision is applicable only if the family and medical leave provisions are not applicable.

Attendance at all other funerals will be accomplished by the use of annual leave or leave without pay.

E.

F. 11.0 HOLIDAYS

The following holidays with pay shall be allowed employees of the Authority:

- January 1 ----- New Year's Day
- Third Monday in February ----- President's Day
- Friday before Easter ----- Good Friday
- Last Monday in May ----- Memorial Day
- July 4 ----- Independence Day
- First Monday in September ----- Labor Day
- November 11 ----- Veterans Day
- Fourth Thursday and Friday in November - Thanksgiving
- December 25 ----- Christmas

If a legal holiday falls on a Sunday, the next Monday following shall be considered a holiday. If a legal holiday falls on a Saturday, the Friday preceding will be considered a holiday.

E.

F. 12.0 TRAINING

X. 12.1 Supplemental Training Programs

The Authority recognizes that improved skills and capabilities of its employees can be valuable from the viewpoint of both the Authority and employees.

Consequently, it is the Authority's policy to aid its employees to improve themselves through educational programs by agreeing to defray a portion of such costs, as provided below:

1. Eligibility.

All permanent employees who have served a minimum period of two consecutive years will be eligible to apply for financial assistance under this program.

2. Approved Curriculum

Any courses will be eligible which in the WRITTEN opinion of the Department Head AND PRIOR AUTHORIZATION by the Executive Director, will either:

- (a) Improve the employee's ability to perform his present job; or
- (b) Help prepare the employee for a job with the Authority which will demand a higher level of responsibility and/or skill.

Approved courses may be taken at any accredited college, university, correspondence school, or other institution approved by the EXECUTIVE DIRECTOR.

X. 12.2 Financial Assistance

The Authority will contribute \$250 per approved course.

The total cost which the Authority agrees to share is limited to tuition, registration fee, books and laboratory fees.

An approved course is one that is considered to directly—NOT indirectly—enhance an employee's job performance or ability to be promoted.

When it is necessary for an employee to use work time to attend an approved course, the employee's time computed on an hourly basis will be made up, in equal amounts, at an agreed upon time between the employee and the supervisor.

Department Heads and Supervisors are responsible for developing in-service training programs for their employees, for establishing training schools within the Authority, referring employees to those programs, and making recommendations to the Executive Director on whether the Authority should contribute to the cost of such training.

E.

F. 13.0 EQUIPMENT AND TOOLS

Employees are urged to be as careful with tools and other Authority property assigned to their care as they are with their own belongings.

When Authority tools or other equipment are furnished to employees for use in their jobs, supervisors will see that they are properly instructed in their use and care.

Supervisors will further explain that, under Authority policy, employees to whom equipment is assigned will have full responsibility for it, financial and otherwise.

If such equipment is destroyed or damaged through neglect, misuse, carelessness or failure to follow instructions, the employee will pay for the damage or destruction.

14.0 OPERATION OF AUTHORITY-OWNED VEHICLES

Commissioners of the Authority, members of the executive staff or employees who will operate an Authority-owned vehicle, must possess a valid driver's license issued by the authorities of the State of Indiana.

Use of an Authority-owned vehicle by an employee is neither a right nor a privilege but a trust conferred to facilitate necessary performance of duties.

Authority-owned vehicles shall be assigned and used only in the performance of official duty or safekeeping of vehicles.

Use of vehicles for unauthorized purposes will result in disciplinary action to the employee.

Because of the nature of the duties of the executive staff, occasional personal use of the Housing Authority-owned vehicles is viewed as being incidental to the business use of the vehicles and such usage shall not be deemed to be in violation of this policy but will be subject to IRS rules and regulations governing employer provided fringe benefits.

E. 15.0 TRAVEL

X.

XI.

15.1 Travel Authorization

Employees or Commissioners of the Authority may perform official travel upon authorization by the Board or as authorized by the Chairperson and/or Executive Director.

Travel within Board-approved budgets, however, shall be deemed approved by the Board of Commissioners and is subject to audit by the Executive Director.

It is the policy of the Housing Authority that all costs necessary, incidental and reasonable to the completion of authorized travel by an employee or Commissioner of the Housing Authority shall be paid for by the Housing Authority.

Employees and Commissioners shall be bound by their good sense and judgment as to whether or not an expense is necessary, incidental and reasonable.

Reimbursements for necessary, incidental and reasonable expenses for authorized travel shall be supported by actual receipts and itemized on Housing Authority expense forms.

Travel by private automobile shall be reimbursed at the published IRS rate, which is \$.31 per mile.

Accountability for the administration of this policy shall be vested in the Executive Director.

APPENDIX NO. 1

ORGANIZATION CHART

This chart shows the major functional elements of the organization, their relationship to each other, the appropriate levels of authority, and the basic lines of communication.

This functional chart can be supplemented by specific administrative charts for each department and/or office at the discretion of the Supervisor.

DELEGATION OF AUTHORITY

During the absence of a supervisor, it is necessary to establish clear lines of authority. The following shall apply under these circumstances:

1. In the absence of the Executive Director, the following Division Directors shall act in his absence and in the stated order:

- (1) DIRECTOR OF ADMINISTRATION & FINANCE
- (2) DIRECTOR OF MAINTENANCE
- (3) DIRECTOR OF COMMUNITY & FAMILY SERVICES
- (4) DIRECTOR OF PROPERTY MANAGEMENT
- (5) DIRECTOR OF ADMISSIONS

The delegation of authority in this instance is complete except that an Acting Executive Director may not permanently assign/staff any position at the Authority.

2. A Division Director may appoint any member of his/her staff to act in his/her capacity on a non-permanent basis during his/her absence.

EMPLOYEE CLASSIFICATION

The Authority shall have five basic classifications of employees, as follows:

CLASSIFICATION	DESCRIPTION
E	Executive Director
D	Division Director
C	Program Manager
B	Program Staff/Technical
A	Program Staff/Non-Technical

Each functional position description will be salaried according to these classifications. It should generally fall within the same salary ranges (i.e., all Division Directors might be placed in Pay Class D).

Positions within the Authority have currently been classified and pay graded as follows:

CLASSIFICATION E	Executive Director
CLASSIFICATION D	Division Director
	Director of Admissions
	Director of Property Management
	Director of Maintenance
	Director of Finance & Administration
	Director Of Community & Family Services
CLASSIFICATION C	Program Manager
	Physical Plant Superintendent

Senior Accountant
Building Services Sector Chief
FSS Coordinator
Senior Property Manager
Admissions Officer
Chief Inspector

CLASSIFICATION BProgram Staff/Technical

Property Manager
Housing Inspector
Support Services Officer
Senior Admissions Specialist
Accountant
Case Manager
Building Services Specialist II

CLASSIFICATION A Program Staff/Non Technical

Receptionist/Secretary
Teacher
Building Service Specialist
Driver
Support Services Clerk
Lead Teacher
Admissions Specialist
Administrative Assistant

(ANY PART-TIME OR TEMPORARY EMPLOYEE)

APPENDIX 2

PAY PLAN

THERE IS NO SUCH THING AS A "COST OF LIVING" PAY ADJUSTMENT

The salary chart for the employees of the Authority includes five ascending salary classifications with corresponding step increases in pay within each classification.

Increases in salary are not possible unless there is evidence of sustained SUPERIOR PERFORMANCE over a duration of at least one year.

This chart may be upgraded from time to time, to suit the changing economic condition by Board Resolution.

Employees, where possible, will initially be hired at the minimum rate for their position and pay classification.

An employee may receive an increased salary in accordance with this plan by one of FOUR methods:

- (1) MERIT STEP INCREASE
- (2) POSITION RECLASSIFICATION
- (3) MERIT PERFORMANCE AWARD
- (4) SALARY CHART AMENDMENT

Salary increases are NOT automatic.

Salary increases ARE subject to fund availability.

Sole authority is vested in the Executive Director to DECIDE and DECIDE WHEN to recommend to the Board of Commissioners ANY salary adjustments for ANY reason.

PAY CLASSIFICATIONS

A	B	C	D	E
\$17,000	\$22,000	\$31,000	42,000	BOARD
20,000	24,000	33,000	45,000	
	26,000	35,000	47,000	RESOLUTION
	28,000	37,000	49,000	
	30,000			

NOTE 1 - An employee in a "B" classification may not be reclassified to a "C" classification unless he/she has achieved at least two (2) CONSECUTIVE superior evaluations.

NOTE 2 - A BSS/II may not be re-classified to a BSS/SECTOR CHIEF unless he/she has achieved at least three (3) CONSECUTIVE superior evaluations AND formally "tests out" favorably for promotion in the presence of the Executive Director and the Director of Maintenance.

NOTE 3 - Maintenance salaries (wage rate determinations) are subject to annual re-evaluation and adjustment pursuant to regulations issued by the U.S. Department of Labor through the auspices of the U.S. Department of Housing and Urban Development.

APPENDIX 3

PENSION PLAN

ELIGIBILITY

All regular full-time employees will be eligible on the pension anniversary date (OCT 1) provided they have attained the age of 20(1/2) and have three months of service to the Authority.

The service requirement may be waived at the discretion of the Executive Director.

PAYMENT DUE DATE

Minimum age of 59 ½ and termination of employment; or
Total and Permanent Disability; or
Death

EMPLOYER CONTRIBUTION

- 8.50 percent of salary (Vesting @20%/yr for years 1-5)

EMPLOYEE CONTRIBUTION

- 6.00 percent of salary (Vesting @100% year 1)

PLAN TYPE = DEFINED CONTRIBUTION

BENEFIT

- Life Insurance @ stated face and cash values.
- Variable Annuity upon separation and qualification.
- Voluntary contributions subject to plan restrictions.

**Document outlining the specifics of the Terre Haute Housing
Authority Pension Trust is available from the Director of
Administration & Finance**

Appendix 4

GROUP HEALTH INSURANCE BENEFITS

100% Employer Paid for “**Single**” Coverage
60% Employer Paid For “**Family**” Coverage
100% Employee Paid for **RX Card**

Managed Choice POS – Aetna US Healthcare

This is only a brief summary of the preferred and non-preferred benefits available. Some restrictions may apply. For complete information about the coverage details, including limitations, exclusions, and other plan requirements, please refer to your benefit plan booklet.

Preferred Benefits for care provided or referred by your primary care physician.

Non-Preferred Benefits for care not provided or referred by your primary care physician.

Plan Features	Preferred Benefit	Non-Preferred Benefit
Deductible	None	\$ 350 each person \$1,050 family max.
Coinsurance Limit	\$1,000 each person \$2,000 family max.	\$ 7,000 each person \$14,000 family max
Lifetime Maximum	Unlimited	Unlimited

Physician Care

Office Visits

Well Child Care		
Routine Physical Exam	100% after \$15 copay	60% after deductible
Routine Cancer Screening		
Routine Mammography	100%	60% after deductible
Routine Eye Exam	100% after \$15 copay	60% after deductible
Surgery		
Physician Hospital Services	80%	60% after deductible
Allergy Testing & Treatment	100% after \$15 copay	60% after deductible

<u>Plan Features</u>	<u>Preferred Benefit</u>	<u>Non-Preferred Benefit</u>
Hospital Care		
Inpatient Coverage	80% after \$150 copay	60% after deductible And \$500 copay
Outpatient Coverage	80%	60% after deductible
Emergency Room	80% after \$50 copay	60% after deductible
Non-emergency Use of Emergency Room	Not Covered	Not Covered
Ambulance	80%	60% after deductible
Maternity	\$15 copay for 1 st Office visit only	60% after deductible
Alternative to Hospital Care	see Plan Booklet	see Plan Booklet
Diagnostic & X-ray and Lab	80%	60% after deductible
Prescription Drugs	Participating Pharmacy	Non-Participating
Per 30 day supply (60day max)	100% after	80% after
Generic Drugs	\$10 co-payment	\$10 co-payment
Brand Name		
On Medication Formulary	\$20 co-payment	\$20 co-payment
Not on Medication Formulary	\$35 co-payment	\$35 co-payment
Durable Medical Equipment	80%	60% after deductible
Mental Health & Alcohol/ Substance Abuse	See Plan Booklet	See Plan Booklet
Pre-certification Penalty	None	Benefit reduced \$400. This amount does not apply to coinsurance.

Plan Features cont'd

Life & AD & D \$10,000

Reduction rules:

Age 65 65%

Age 70 40%

Age 75 25%

Dental
(as defined in Plan Booklet)

\$ 100 Individual Deductible
\$ 300 Family Deductible
\$1,500 Calendar Year Maximum

Preventative & Routine 100%, deductible waived

Restorative 80% after deductible

Major 50% after deductible

Orthodontia 50% after deductible
\$1,000 lifetime max.

APPENDIX 5

HOUSING AUTHORITY OF TERRE HAUTE DRUG AND ALCOHOL POLICY

The Housing Authority of Terre Haute is determined that its employees and officers be drug and alcohol free. Employees who work under the influence of alcohol and/or drugs or who use such substances in the work environment are a threat to all citizens.

The Housing Authority is committed to elimination of possession, distribution, purchase or sale of illegal drugs and controlled substances in the work environment

The following regulations and policy are applicable to all employees:

1. Any Housing Authority employee or officer who, while on Housing Authority property, sells, distributes, possesses, offers for sale or distribution, or who possesses for sale or distribution any illegal drugs or controlled substances will be immediately discharged.

2. Any Housing Authority employee or officer who, while on Housing Authority premises or while operating a Housing Authority vehicle during assigned duty hours or compensated overtime or uses, consumes, or works under the influence of alcoholic beverages, illegal drugs, or controlled substances will be immediately discharged.

DRUG AND ALCOHOL TESTING PROCEDURE:

The following procedures will apply to the employee drug and alcohol testing program.

A. REASONABLE SUSPICION TESTING:

When an employee is acting in an abnormal manner and there is “reasonable suspicion” to believe that the employee is under the influence of controlled substances and/or alcohol, the Housing Authority will require the employee to go to a medical clinic to provide a urine specimen for laboratory testing and/or to take an alcohol breath test (hereinafter referred to as “EBT”) at such place as the Housing Authority directs.

“Reasonable suspicion” means suspicion based upon specific personal observations that the Housing Authority representatives can describe concerning the appearance, behavior, speech or breath odor of the employee, where the odor is detected in addition to appearance, behavior or speech. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely upon the observations and reports of third parties.

When an employee is requested to submit to drug and/or alcohol testing, he or she shall be informed in the presence of both supervisors that he or she is being asked to submit to the test. The employee shall be informed that refusal to submit to testing will constitute a presumption of intoxication and subject the employee to immediate discharge. If the employee refuses to submit to the test, this refusal shall be in writing.

If the employee consents to the testing, he or she shall sign a consent form authorizing the collection of a specimen of urine and/or the conduct of an EBT test and a release of the results of the laboratory testing and/or EBT test to the Housing Authority. This release shall be provided by the laboratory or clinic involved which shall retain a copy of the results.

Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory and/or clinic if there is one available at that location. This examination will be made to determine whether the conduct or behavior observed may have been caused by a reason other than the possible influence of drugs and/or alcohol. If the medical doctor decides that the conduct or behavior observed by the supervisor is for a reason other than possible influence of drugs and/or alcohol, no test will be given and the employee will be returned to work without loss of pay, provided the medical doctor releases the employee to return to work. Such release must be in writing. If no doctor is reasonably available, the test shall be under the conditions set forth below.

B. RANDOM AND POST-ACCIDENT DRUG TESTING:

The Housing Authority shall conduct random and post-accident drug and alcohol testing on all officers and employees. Such tests shall be conducted consistently with the requirements of the provisions of this Agreement.

(1) POST-ACCIDENT TESTING:

Post-accident testing shall occur only when an employee, officer, or department head is operating a Housing Authority owned vehicle during that person's normal work hours or during a period in which that person is receiving overtime compensation.

Post-accident testing shall be conducted only after an "accident" which meets the definitions established by the D.O.T. and the Federal Highway Administration. Under those provisions, an "accident" for purposes of post-accident drug and alcohol testing is defined as follows:

- a) The accident involved a fatality; or
- b) The driver eligible for post-accident drug and alcohol testing received a citation under State or Local law for a moving traffic violation arising from the accident; or
- c) A driver or occupant of any vehicle involved received an injury requiring treatment at an emergency medical facility away from the scene; or:
- d) A vehicle involved in the accident was required to be towed from the scene (or as a result of its damage received it was not in a condition for legal operation). This post-accident drug and alcohol testing shall be done as soon as practicable following an accident.

(2) RANDOM ALCOHOL TESTING:

Random alcohol testing will be conducted on all employees. The employee will be randomly selected for testing from the pool of all employees.

The testing dates and times will be unannounced and set with unpredictable frequency throughout the year.

An employee who is absent on the day he or she is randomly selected for testing will be tested on the day he or she next returns to work.

Likewise, an employee who reports to work and then requests leave time for illness or otherwise on that date will be immediately tested upon his return from leave.

An employee who provides a sample that is diluted, contaminated, or otherwise not testable will be subject to immediate re-test and/or discipline in the discretion of the medical review officer and the employee's supervisor.

(3) RANDOM DRUG TESTING:

Random drug testing will be conducted on all employees. These tests will be unannounced. Some employees may be tested more than one time each year, some may not be tested at all depending upon the random selection.

An employee who is absent on the day he or she is randomly selected for testing will be tested on the day he or she next returns to work.

Likewise, an employee who reports to work and then requests leave time for illness or otherwise on that date will be immediately tested upon his return from leave.

An employee who provides a sample that is diluted, contaminated, or otherwise not testable will be subject to immediate re-test and/or discipline in the discretion of the medical review officer and the employee's supervisor.

D. CHAIN OF POSSESSION PROCEDURES:

The supervisor requesting a test shall escort the employee to the independent hospital, laboratory, and/or clinic. The primary place of testing will be the Union Hospital Center for Occupational Health. Tests may also be administered at any other local hospital or clinic appropriately equipped and staffed.

At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.

The specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

The required procedure is as follows:

1. Urine shall be a wide-mouthed clinic specimen container which shall remain in full view of the employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
2. Immediately after the specimens are collected, the urine bottles shall, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at a site other than the drug and/or alcohol- testing laboratory, the specimens shall then be placed in the transportation container.
The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the best available methods.
3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.

E. ALCOHOL BREATH TESTING:

Alcohol breath testing (EBT) will be conducted either at Housing Authority facilities, a law enforcement agency, or at a private clinic or laboratory.

If the Housing Authority chooses to conduct alcohol breath testing (EBT) on its own premises, such testing shall be conducted in the presence of certified operators, other than the employee's supervisor.

F. DISCIPLINARY ACTION:

The Housing Authority will immediately terminate any employee with tests results as follows:

- (1) the test as reviewed and confirmed by the medical review officer (MRO) results show a forensically acceptable positive quantum of proof (in conformance with the levels established by the D.H.H.S. for initial tests and confirmatory tests) of cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance except marijuana, the employee shall be immediately discharged.
- (2) With regard to marijuana, if the test results as reviewed and confirmed by the medical review officer (MRO) of a urine specimen by gas chromatograph/mass spectrometry (GC/MS) confirm the initial immunochemical quantitation of fifty (50) or more nanograms crossreactive cannabinoids/mi, the employee shall be immediately discharged.
- (3) If the test results as reviewed by the certified operator and medical review officer (MRO) show an EBT/alcohol concentration equal to or above .04, the employee shall be immediately discharged. If the test results show an EBT/alcohol concentration equal to or above .02, but less than .04, the employee shall be removed from duty for 24 hours without pay, but with no other disciplinary action.

G. LABORATORY REQUIREMENTS:

1) SPECIMEN RETENTION

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of at least one (1) year.

(2) APPROVED TESTING LABORATORIES

The laboratories used must be able to perform all the required testing procedures. The parties also agree to retain the right to audit and inspect the individual laboratories to determine conformity with the laboratory requirements as established herein.

(3) PRESCRIPTION AND NON PRESCRIPTION MEDICATIONS

The employee shall note on a form furnished by the Housing Authority use of any prescription and non-prescription medication before any test is given.

Through the use of the above described laboratory procedures, the laboratory will report significant presence of all prescription and nonprescription medications. If an employee is taking a prescription or nonprescription medication in the appropriate described manner and has noted such use, as provided above, and has been cleared to return to duty, he or she will not be disciplined.

H. CONFIDENTIALITY:

Every effort will be made to ensure that all employees' substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action or who are required to be involved in the disciplinary procedure.

Only one person in the employee's department will be designated to receive testing results. He or she will notify other Housing Authority managers strictly on a "need-to-know basis."

No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained elsewhere.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

I. USE OF RESULTS:

(1) A medical review officer (MRO) shall interview the employee concerning the test results within 5 days. The employee will be given an opportunity to explain and substantiate his or her use of legal drugs (prescription or over the counter) or other substances which may have resulted in a positive test result.

(2) The MRO shall inform the employee of his or her right to have a second confirmatory test at a second D.H.H.S. approved laboratory. This second confirmatory test shall be at the employee's expense. The employee shall have 72 hours within which to request the confirmatory test. If the results of the two tests differ, the employee will benefit from the results of the test most favorable to the employee.

(3) The manager or supervisor shall take appropriate actions based upon the evaluation.

This policy shall take effect April 1, 1997

UNDERSTANDING BY EMPLOYEE

I understand the information in the personnel manual published by the Housing Authority of the City of Terre Haute represents guidelines only and that the Authority reserves its right to modify this manual or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this handbook at any time, or to require and/or increase contributions towards these benefit programs.

I understand that this personnel manual is not a contract of employment, express or implied, between me and the Housing Authority of the City of Terre Haute and that I should not view it as such, or as a guarantee of employment for a specific duration.

I further understand that no person has any authority to enter into any agreement guaranteeing employment for any specified period of time.

Signature

Date

Management Witness

Public Housing Drug Elimination Program Plan

HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE, INDIANA
ONE DREISER SQUARE P.O. BOX 3086
TERRE HAUTE, INDIANA 47803-0086
812-232-1381/X329 812-234-4164(FAX) thha@gte.net

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 **\$199,883**
- 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 Authority will establish a community policing presence using off duty officers at the sites where drug activity is most prevalent.

The Authority will renovate the dwelling units where drug activity is most prevalent and put good tenants back in them.

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)
Lockport Road	100	300
Margaret Avenue	144	400
McMillan Square	26	70

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 _____ **X** _____ 24 Months _____ 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	0				
FY 1996	0				
FY 1997	0				
FY1998	0				
FY 1999	191,788		191,788		12/31/2000

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.

The Authority will establish a community policing presence using off-duty officers at the sites where drug activity is most prevalent.

The Authority will renovate the dwelling units where drug activity is most prevalent and put good tenants back in them.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY <u>10/2000</u> PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	40,000
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	159,883
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	199,883

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: \$40,000		
Goal(s)	PROVIDE COMMUNITY POLICING						
Objectives	ELIMINATE UNWANTED VISITORS						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.COMMUNITY POLICE			10/01	04/30/02	40,000		PAYROLL
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$0		
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: \$0		
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: \$0		
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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.							

9150 - Physical Improvements					Total PHDEP Funding: \$159,883		
Goal(s)	ELIMINATE DRUG BULIDINGS						
Objectives	RENOVATE FOR BETTER TENANTS						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.43THRU57 FOULKES			10/01	04/30/02	159,883	CGP	NEW ADMISSIONS
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$0		
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.							

9170 - Drug Intervention					Total PHDEP Funding: \$0		
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.							
----	--	--	--	--	--	--	--

9180 - Drug Treatment					Total PHDEP Funding: \$0		
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.							

9190 - Other Program Costs					Total PHDEP Funds: \$0		
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.							

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	12/31	10,000	06/31	40,000
9120				
9130				
9140				
9150				
9160	12/31	40,000	06/31	159,883

9170				
9180				
9190				
TOTAL		\$50,000		\$199,883

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.”

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for Instructions and Public Reporting burden statement)

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year (yyyy) _____ quarter _____ date of last report (mm/dd/yyyy) _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime Congressional District, if known	
6. Federal Department/Agency	7. Federal Program Name/Description CFDA Number, if applicable _____	
8. Federal Action Number, if known	9. Award Amount, if known \$ _____	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI)	
(attach continuation sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other (specify) _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach continuation sheet(s) if necessary)		

15. Continuation sheets attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature _____ Print Name _____ Title _____ Telephone No. _____ Date (mm/dd/yyyy) _____
16. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient, Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency .

Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

I, _____ the _____ certify
that the Five Year and Annual PHA Plan of the _____ is
consistent with the Consolidated Plan of _____ prepared
pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

PHA Certifications of Compliance with the PHA Plans and Related Regulations

Board Resolution 2000-10

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year Plan and Annual Plan for PHA fiscal year beginning **October 1, 2000**, hereinafter referred to as the Plan of which this document is a part and make the following certifications and agreements with the Department of Housing Development (HUD) in connection with the submission of the Plan and implementation thereof:

- 1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.**
- 2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.**
- 3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.**
- 4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.**
- 5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.**
- 6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address**

those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.

- 7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.**
- 8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.**
- 9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.**
- 10. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.**
- 11. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.**
- 12. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the "Plan Requirements" and "Grantee Performance Requirements" as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:**
 - Baseline law enforcement services for public housing developments assisted under the PHDEP plan;**
 - Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);**
 - Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;**
 - Coordination with other law enforcement efforts;**
 - Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and**

· All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.

14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
15. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
17. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
22. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

CHARLES DICKSON

Chairman of the Board

Date

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official	Title
Signature	Date

X