

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

Housing Authority of the City of Perth Amboy

PHA Plans

Revised 5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2007

(4/01/2007 - 3/31/2008)

Agency Identification

PHA Name: Housing Authority of the City of Perth Amboy

PHA Number: NJ006

PHA Fiscal Year Beginning: 04/2007

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 2005 - 2009
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

The mission of the Housing Authority of the City of Perth Amboy is to provide decent housing, suitable living environments and viable urban communities for economically disadvantaged families, and elderly and disabled persons without discrimination while promoting and enhancing their self-sufficiency and economic development.

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
- Quantifiable Measure:* The Housing Authority will apply for not less than 250 Relocation vouchers over the next 5 years.
- Reduce public housing vacancies:
- Leverage private or other public funds to create additional housing opportunities:
- Acquire or build units or developments

Quantifiable Measure: In conjunction with the demolition of Delaney Homes and the revitalization of other sites, Replacement Housing Factor grant finds and excess operating reserves will be used to leverage conventional financing, Low-Income Housing Tax Credits, Balanced Housing funds, Project-Based Vouchers, and other sources of financing to develop an assisted living facility for the elderly and disabled elderly and new rental and homeownership housing for families. Replacement Housing Factor grant funds will be leveraged by not less than 2 times the public housing investment to attract private and other investment.

Other (list below)

PHA Goal: Improve the quality of assisted housing

Objectives:

Improve public housing management: (PHAS score)

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)

Renovate or modernize public housing units:

Quantifiable Measure: Dunlap Homes, Stack Apartments and Hansen Apartments will be modernized with Capital Fund Program (CFP) grants and additional funding leveraged by using a portion of the CFP grants to obtain bond financing.

Demolish or dispose of obsolete public housing:

Provide replacement public housing:

Quantifiable Measure: Delaney Homes will be demolished and other sites in the Sayre Avenue neighborhood and elsewhere in the City of Perth Amboy will be redeveloped and revitalized within the next 5 years through a mixed finance development program.

Provide replacement vouchers:

Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

Provide voucher mobility counseling:

Quantifiable Measure: 100% of new participants in the Section 8 Voucher program will be counseled with regard to housing opportunities and locations available to them.

- Conduct outreach efforts to potential voucher landlords

Quantifiable Measure: Not less than 2 new landlord participants will be attracted annually.

- Increase voucher payment standards
 Implement voucher homeownership program:

Quantifiable Measure: Not less than 5 new participants will be attracted annually.

- Implement public housing or other homeownership programs:
 Implement public housing site-based waiting lists:
 Convert public housing to vouchers:
 Other: (list below)

- Create enhanced living opportunities for low-income elderly residents.

Quantifiable Measure: An enhanced living facility with 120 apartments will be developed within the next 5 years, by the Housing Authority's affiliated entity HAD (Housing Authority Developer), LLC.

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

- PHAGoal: Provide an improved living environment
Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- Increase the number and percentage of employed persons in assisted families:

Quantifiable Measure: 20 unemployed residents will find employment annually.

- Provide or attract supportive services to improve assistance recipients' employability:

Quantifiable Measure: 100 public housing residents will be assisted annually.

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Quantifiable Measure: A partnership will be developed with a service provider to provide assistance and services to the proposed enhanced-living housing facility for the elderly during the next 5 years.

- Other: (list below)

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

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

Other PHA Goals and Objectives: (list below)

- PHA Goal: Serve the needs of adult and child victims of domestic violence, dating violence, sexual assault or stalking, in accordance with the Violence Against Women Act of 2005 (Public Law 109-162).

Objectives:

- Undertake affirmative measures for adult and child victims of domestic violence, dating violence, sexual assault or stalking to obtain housing:

Quantifiable Measure: The Housing Authority's Admissions and Occupancy Policy for Public Housing and its Section 8 Housing Assistance Payments Administrative Plan currently provide for preference in admissions or selection for assistance to applicants displaced as a result of domestic violence.

- Undertake affirmative measures to serve the needs of adult and child victims of domestic violence, dating violence, sexual assault or stalking and to enhance victim safety:

Quantifiable Measure: The Housing Authority refers residents, Section 8 participants, and applicants who are victims or threatened victims of domestic violence, dating violence, sexual assault or stalking to the Perth Amboy Police Department's Domestic Violence Response Team for counseling and other assistance.

- Undertake affirmative measures to protect adult and child victims of domestic violence, dating violence, sexual assault or stalking who are residents of public housing or assisted through the Section 8 Voucher program from loss of tenancy or housing assistance:

Quantifiable Measure: The Housing Authority will amend its Admissions and Occupancy Policy for Public Housing and its Section 8 Housing Assistance Payments Administrative Plan to provide that adult and child victims of domestic violence, dating violence, sexual assault or stalking shall not be subject to eviction, loss of tenancy or occupancy rights, or termination of housing assistance, or otherwise penalized as a result of criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of a tenant's household, or any guest or other person under the tenant's control if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence or stalking.

Quantifiable Measure: The Housing Authority shall notify all residents, recipients of Section 8 assistance, and applicants for public housing or Section 8 assistance of their rights under Public Law 109-162, including their right to confidentiality and the limits thereof. The Housing Authority shall notify its staff members involved in the management of public housing and the Section 8 program, and property owners receiving Section 8 housing assistance payments of their rights and obligations under Public Law 109-162.

Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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.

The FY 2007 Annual PHA Plan for the Housing Authority of the City of Perth Amboy was developed by Housing Authority's PHA Planning Group, which includes the Resident Advisory Board. The activities and strategies planned for fiscal year 2007 have been developed to achieve the long range goals and objectives of the Authority's 5-Year Plan and to be consistent with the intent of the Consolidated Plan of the City of Perth Amboy. The Annual Plan consists of seventeen components. The intent of those components is described below.

Housing Needs: The agency has determined that the largest need for affordable housing exists among families with incomes less than 30% of the Area Median Income (AMI). There are insufficient decent affordable rental units available. There is a need for apartments designed to accommodate physically disabled individuals. There is a need for assisted living facilities for elderly persons requiring supportive services to live independently. The Authority will focus its efforts to meet these needs during this year.

Financial Resources: The Authority anticipates that it will have a total of \$12,200,000 available to operate its various programs and activities during the next year. These funds will be from federal grants received during this year, unobligated funds from federal grants received in previous years, rental income and non-federal income sources.

Policies on Eligibility, Selection and Admissions: The Authority has modified its Admissions and Occupancy Policies for the public housing program and its

Administrative Plan for the section 8 program to comply with changes to federal housing statutes. As part of those changes, the Housing Authority has revised its preference system for both public housing and section 8 admissions. The federal preferences have been modified by the inclusion of a series of local preferences. Those changes will target assistance to meet the determined need, increase the number of working families in the programs, de-concentrate poverty and promote mixed income communities.

Rent Determination Policies: The Housing Authority either sets its public housing rents by at 30% of the adjusted income of the family with several deductions and income disregards to promote resident self-sufficiency or it allows residents to pay a flat rent which is set at the market value of the apartment. The Authority has established the payment standard to set the gross rents (payment to landlord plus utility allowances) for the section 8 programs at 100% of the Fair Market Rents (FMR) for the area. The Housing Authority has also established a \$50.00 minimum rent for both public housing and section 8 programs.

Operations and Management: The Authority owns, maintains and manages 361 conventional public housing units. It also manages 820 tenant based section 8 certificates and vouchers, 15 project-based certificates, 157 relocation vouchers, and 117 welfare to work vouchers. The Authority operates a ROSS Resident Service and Delivery Program, a Family Self-Sufficiency Program, and an Apprentice Training Program for Residents.

Grievance Procedures: The Authority has established written grievance procedures for its public housing program, which have been incorporated in its Admissions and Occupancy Policies. It has also established a written informal review process for its section 8 program that has been incorporated in its Administrative Plan.

Capital Improvement Needs: The Authority has established the capital needs that it intends to address during this year and in subsequent years. These needs are detailed in the Capital Fund Annual Statement and the Capital Fund 5-Year Action Plan, which are attached to this document. The Authority has \$133,001 of unobligated funds from previous capital grants (as of 9/30/2006) and anticipates an additional \$1,200,000 (not including Replacement Housing Factor grant) of capital funds in FY 2007. The Housing Authority will use these funds for various capital improvements at the following developments:

- William A. Dunlap Homes, NJ 006-001
- Richard F. Stack Apartments, NJ 006-004
- Wesley T. Hansen Apartments, NJ 006-005

A portion of the funds will be used for debt service for bond financing used to accelerate modernization of these 3 housing developments. Another portion of the

funds will be used for various resident self-sufficiency and management improvement programs.

Demolition and Disposition: The current plans for the redevelopment of Delaney Homes include the demolition of the existing units, and the Housing Authority has received authority from HUD to demolish Delaney Homes.

Designation of Housing: The Housing Authority does not plan to designate any of its developments for the exclusive occupancy of elderly households. It also has no plans to designate any of its development for the exclusive occupancy of disabled households.

Conversions of Public Housing: The Housing Authority is not required by HUD or does not intend to voluntarily convert any of its conventional public housing developments to tenant based vouchers.

Homeownership: The Housing Authority presently has developed a homeownership program in conjunction with its Section 8 Family Self-Sufficiency Program. It expects to have placed 5 additional qualified families into homeownership by the end of FY 2007.

Community Service Programs: The Housing Authority operates a number of programs that are geared to providing supportive service and enhancing the self-sufficiency of its residents. It operates a Family Self-Sufficiency (FSS) program, and a ROSS Resident Service and Delivery Program that are available to both public housing and section 8 residents and are geared to promoting economic self-sufficiency. It also operates a Painters Apprentice Program, which provides job training to public housing residents. In conjunction with the new Welfare to Work Vouchers, which the Authority was recently granted, there will be an extensive counseling program geared to eliminating impediments to self-sufficiency.

Crime and Safety: In conjunction with the Perth Amboy Police Department, the Housing Authority has conducted an assessment of crime and safety issues and has developed a series of activities geared to sustaining and improving the overall safety of public housing developments. In doing its modernization work, the Authority utilizes design features that have been proven to improve security and safety. The Authority also has targeted recreation and training programs to at risk youth. Most importantly, it has forged a cooperative relationship with the Perth Amboy Police Department to prevent crime in public housing. The developments that are most affected are:

- William A. Dunlap Homes

Asset Management: The Housing Authority assessed its entire portfolio of public housing properties and the market place. The results of that assessment form the basis for the long-term strategic planning decisions for the Authority.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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Attachments

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

Required Attachments:

- Admissions and Occupancy Policy, Attachment A (nj006a01.doc)
- FY 2007 Capital Fund Program Annual Statement, Attachment B (nj006b01.doc)
- 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
- FYs 2007-2011 Capital Fund Program 5 Year Action Plan Attachment C (nj006.c01.doc)
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards, Attachment D (nj006.d01.doc)
- Other (List below, providing each attachment name)
Section 8 Administrative Plan, Attachment E (nj006e01.doc)

Supporting Documents Available for Review

I

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 addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
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
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
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
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
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	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 (PHDEP) 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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	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	2,105	5	4	3	5	5	1
Income >30% but <=50% of AMI	1,240	4	3	3	5	4	1
Income >50% but <80% of AMI	418	3	3	3	5	3	1
Elderly	800	4	2	2	5	1	1
Families with Disabilities	N/A	4	5	3	5	3	1
AI Minorities	N/A	4	3	3	5	4	1

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

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2000
- 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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> 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	353		
Extremely low income <=30% AMI	278	85.8%	
Very low income (>30% but <=50% AMI)	41	12.7%	
Low income (>50% but <80% AMI)	5	1.5%	
Families with children	36	10.2%	
Elderly families	174	49.3%	
Families with Disabilities	148	41.9%	
White	326	92.4%	
Black/African American	18	5.1%	
Asian	0	0	
Multi-Racial	9	2.2%	
Characteristics by Bedroom Size			
0BR	120	34%	
1 BR	198	56%	
2 BR	14	4%	
3 BR	19	5.4%	
4 BR	1	0.3%	
5 BR	1	0.3%	

Housing Needs of Families on the Waiting List	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)? 61	
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	

Housing Needs of Families on the Waiting List	
Waiting list type: (select one)	
<input checked="" type="checkbox"/>	Section 8 tenant-based assistance
<input type="checkbox"/>	Public Housing
<input type="checkbox"/>	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:	

Housing Needs of Families on the Waiting List			
Section 8			
	# of families	% of total families	Annual Turnover
Waiting list total	130		
Extremely low income <=30% AMI	102	78.5%	
Very low income (>30% but <=50% AMI)	25	19.2%	
Low income (>50% but <80% AMI)	3	2.3%	
Families with children	50	38.5%	
Elderly families	42	32.3%	
Families with Disabilities	38	29.2%	
White	118	90.8%	
Black	12	9.2%	
Indian	0	0%	
Asian	0	0%	
Hispanic	113	86.9%	

Housing Needs of Families on the Waiting List

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

If yes:

How long has it been closed (# of months)? 78

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

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

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

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

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

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

Convert a number of existing tenant-based vouchers to project-based vouchers and target these to leverage the development of an enhanced living housing facility for low-income elderly residents.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

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

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

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

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

Strategy 2: Conduct activities to affirmatively further fair housing

- 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)]

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	1,500,000	
b) Public Housing Capital Fund	1,200,000	
c) HOPE VI Revitalization	-	
d) HOPE VI Demolition	-	
e) Annual Contributions for Section 8 Tenant-Based Assistance	6,700,000	
f) Resident Opportunity and Self-Sufficiency Grants	100,000	
g) Community Development Block Grant	-	
h) Family Self-Sufficiency Grant	167,000	
i) HOME	-	
Other Federal Grants (list below)	-	
Asset Repositioning Fee	400,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
FY 2006 Capital Grant Funds	133,000	
3. Public Housing Dwelling Rental Income	1,350,000	
4. Other income (list below)		
4. Non-federal sources (list below)		
Section 8 Administrative Fee Reserves	650,000	
Total resources	12,200,000	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(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: within 5 families
- When families are within a certain time of being offered a unit: 60 days
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

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

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

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

(2) Waiting List Organization

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

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- 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? 0
2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
 - PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
 - One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

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

b. Transfer policies:

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

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

Reasons of individual safety (e.g.: incidents of domestic violence, reprisals or hate crimes)

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

Applicants on the waiting list for more than 5 years

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.

4 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

- 3 Working families and those unable to work because of age or disability
 - 3 Veterans and veterans’ families
 - 1 Residents who live and/or work in the jurisdiction
 - Those enrolled currently in educational, training, or upward mobility programs
 - Households that contribute to meeting income goals (broad range of incomes)
 - Households that contribute to meeting income requirements (targeting)
 - Those previously enrolled in educational, training, or upward mobility programs
 - Victims of reprisals or hate crimes
 - Other preference(s) (list below)
- 5 Applicants on the waiting list for more than 5 years

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

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

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

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

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

Dunlap Homes

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

- Other (list policies and developments targeted below)

Establish new admissions policy which give preference to working families.

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

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

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

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

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

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

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

B. Section 8

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

(1) Eligibility

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

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

Family's Rental History
Housekeeping

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

- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
- Other (describe below)

Name(s) and telephone number(s) of previous landlord(s).

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

If yes, state circumstances below:

Cannot find suitable housing and search is documented.
 Medical or health problems of family members

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose section 8 assistance programs)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

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

Other preferences (select all that apply)

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

- Applicants on the waiting list more than 5 years.
- Public housing residents relocated to protect the health and safety of the resident or other public housing residents.
- Public housing resident relocated to participate in the homeownership program
- Public housing resident relocated to accommodate the employment, training or education of the head of household or spouse

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.

5 Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

- 4 Working families and those unable to work because of age or disability
- 4 Veterans and veterans’ families
- 1 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
- 15 Victims of reprisals or hate crimes
- 2 Other preference(s) (list below)

- Applicants on the waiting list more than 5 years.
- Public housing residents relocated to protect the health and safety of the resident or other public housing residents.
- Public housing resident relocated to participate in the homeownership program
- Public housing resident relocated to accommodate the employment, training or education of the head of household or spouse

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
 Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

- Family has lost eligibility for or is awaiting an eligibility determination for inclusion in a federal, State or local assistance program
- Family would be evicted as the result of the imposition of the minimum rent
- Income of the family has decreased because of change in circumstances including loss of employment
- Death in the family
- Other circumstances determined on a case-by-case basis

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)

- For the earned income of a household member previously on welfare
- For an increase in income resulting from participation in a self-sufficiency or training program

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

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

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

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

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

f. Rent re-determinations:

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

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

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

(2) Flat Rents

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

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

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

- Family has lost eligibility for or is awaiting an eligibility determination for inclusion in a federal, State or local assistance program

- Family would be evicted as a result of the imposition of the minimum rent
- Income of the family has decreased because of change in circumstances including loss of employment
- Death in the family
- Other circumstances determined on a case-by-case basis

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

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

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	361	20
Section 8 Vouchers	820	50
Section 8 Certificates	0	0
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers - Project-Based:	15	0
Relocation:	157	0
Welfare to Work Vouchers	117	0
ROSS Resident Services Delivery Model	189	N/A
Family Self-Sufficiency	160	N/A
Painter Apprenticeship Program	189	N/A

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)

- Personnel policy
- Maintenance plan

(2) Section 8 Management: (list below)

- Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office
 PHA development management offices
 Other (list below)

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

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

-or-

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

(2) Optional 5-Year Action Plan

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

b. If yes to question a, select one:

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

-or-

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

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

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

1. Development name:

2. Development (project) number:

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

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

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

If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Delaney Homes Disposition/ Development of an Enhanced Living Facility

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

If yes, list developments or activities below:

Revitalization of the former Middlesex County Vo-Tech School building as an enhanced living facility for the elderly and handicapped using Replacement Housing Factor grant funds to leverage additional financing.

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: John A. Delaney Homes 1b. Development (project) number: NJ39-P006-002
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> (Demolition) Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> (Disposition)
4. Date application approved, submitted, or planned for submission: <u>(07/31/2007)</u> (Disposition)
5. Number of units affected: 252 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 04/01/2007 b. Projected end date of activity: 12/31/2007

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)]

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

2. Activity Description

Yes No: H as 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:	(DD/MM/YY)
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)]

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> 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

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

2. Activity Description

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

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

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

- Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (1)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? DD/MM/YY

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Self-Sufficiency Program	160	First Come/First Served	Administrative Office	Both
Painter Apprenticeship Program	2	Application and Interview- Minimum Criteria	Administrative Office	Public Housing
Welfare to Work Vouchers	117	Waiting List/Eligibility	Administrative Office	Section 8
ROSS Resident Services	\$245,280	Application and Interview - HUD and PHA criteria	Administrative Office	Both

(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:9/30/2006)
Public Housing	0	38
Section 8	99	122

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

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

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

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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 use 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)

Demonstrable quantifiable success with previous or ongoing anti-crime and anti-drug programs

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

- Dunlap Homes
- Delaney Homes

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

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

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

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

- Dunlap Homes
- Delaney Homes (currently vacant)

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)

- Joint Authority and Police enforcement of anti-loitering ordinances on Authority property

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

- Dunlap Homes
- Delaney Homes (currently vacant)

D. Additional information as required by PHDEP/PHDEP Plan

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

Planning for long-term operating, capital investment, rehabilitation, modernization, disposition and other needs that have not been addressed elsewhere in this PHA Plan.

3. Yes No: Has the PHA included descriptions of asset management activities in the optional Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA must select one)
- Attached at Attachment (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. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

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

3. Description of Resident Election Process

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

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

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

C. Statement of Consistency with the Consolidated Plan

- 1. Consolidated Plan jurisdiction: City of Perth Amboy, New Jersey

- 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)

D. Other Information Required by HUD

Attachments

***HOUSING AUTHORITY
OF THE CITY OF PERTH AMBOY***

**ADMISSIONS & OCCUPANCY POLICY
FOR PUBLIC HOUSING**

REVISIONS:

June 10, 1997
September 8, 1998
June 8, 1999
September 21, 1999
February 15, 2000
October 6, 2000
November 20, 2001
December 17, 2002
November 8, 2004
September 7, 2005
January, 2006
June 28, 2006
August 1, 2006
October 1, 2006

*This policy is saved under I:PublicHousingOccupancyPolicies/PublicHousingPolicy(Revised).doc

Housing Authority of the City of Perth Amboy

ADMISSIONS & OCCUPANCY POLICY

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- D. One Strike Policy**
- E. Deconcentration Policy**
- F. Rent Collection Policy**

Admissions and Occupancy Policy Governing HUD-Aided Low Rent Public Housing Operated by the Housing Authority of the City of Perth Amboy

1. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

A. Nondiscrimination

(1) It is the policy of the Perth Amboy Housing Authority (hereafter the HA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)

(2) The HA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (Required, 24 CFR § 100.5)

(3) The HA shall not, on account of race, color, sex, religion, familial status, disability, or national origin:

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

- (g) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

(4) The HA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. (24 CFR § 960.205)

(Under certain very specific conditions described in the Housing and Community Development Act of 1992, the HA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

(5) The HA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988 the HA will make structural modifications to its housing and non-housing facilities (24 CFR §§ 8.21, 8.23, 8.24, and 8.25) make reasonable accommodations (24 CFR § 100.204), or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

In making reasonable accommodations or structural modifications for otherwise qualified persons with disabilities, the HA is not required to:

- (1) In an existing housing program, make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)1; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
- (2) Make structural alterations that require the removal or altering of a load-bearing structural member [24 CFR § 8.32 (c)]
- (3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
- (4) Take any action that would result in a fundamental alteration in the nature of the program ; [24 CFR § 8.24 (a) (2)]
- (5) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (6) The HA will not permit these policies to be subverted to do personal or political favors. Accepting an applicant from a lower waiting list position before one in a higher position violates policy, federal law, and the civil rights of the other families on the waiting list. (24 CFR § 906.204 (a)(3)(ii))

B. Accessibility and Plain Language

(1) Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test. (24 CFR § 8.20 and 8.21)

(2) Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR § 8.6). Equally important, the documents should be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. If required by local law, documents may have to be translated into languages other than English.

(3) Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but offering examples will help applicants and residents understand the issues involved. In writing materials to be used by applicants and residents, the HA staff must keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand - so rules and benefits may have to be explained verbally - perhaps more than once. (24 CFR § 8.6)

(4) At the point of initial contact the HA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials. (24 CFR § 8.6)

(5) Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. The HA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired [24 CFR § 8.61) because the Fair Housing law makes no such requirement (although, in some, localities, State or local law might do so).

(6) At a minimum the HA will prepare the following information (as needed) in plain language accessible formats:

- Marketing and informational materials
- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

C. Marketing

(1) It is the policy of the HA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in the HA's units, availability of units through turnover, and waiting list characteristics. The HA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. (Not a HUD requirement, the HA option, best practice)

(2) Marketing and informational materials will be subject to the following:

- (a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc. [24 CFR §109.30(a)];
- (b) Marketing should describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing should be "plain language" and should use more than strictly English-language print media.
- (d) An effort should be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. the disabled, to ensure that accessible/ adaptable units are used by people who can best take advantage of their features).
- (e) Marketing materials should make clear who is eligible: individuals and families, people with both physical and mental disabilities.
- (f) The HA's responsibility to provide reasonable accommodations to people with disabilities should be made clear.

D. Waiting List Management

It is the policy of the HA to administer its waiting list as required by the regulations. (24 CFR §§ 5, 912, 945, 960.201 through 960.215.)

(1) Organization of the Waiting List

It is the HA's policy that each applicant shall be assigned his/her appropriate place in a single Public Housing Application Pool. Placement on the various sub-lists shall be based upon date and time the application is received, suitable type or size of unit, and factors affecting preference or priority. Preference and priority factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto. [24 CFR §§ 1.4 (b) (2) (ii) and 100; 24 CFR §§ 912.3, 945.303, 960.211, and 960.401]

The Executive Director or a designee shall review the accuracy of the preference points to assure proper placement on the list.

(2) Opening and Closing Waiting Lists

(a) The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The HA may open or close the list by preference category. See (c) below (24 CFR § 960.211).

(b) The HA will update the waiting list periodically by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. (Not a HUD requirement, the HA optional best practice) At the time of initial intake, the HA will advise families of their responsibility to notify the HA when mailing address or phone numbers change.

(c) If the HA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit [24 CFR 960.211(c)].

(d) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of the HA to house an applicant in an appropriate unit within a reasonable period of time [24 CFR 960.211(c)]. A decision to close the waiting the HA's, restricting intake, or opening the waiting lists will be publicly announced.

(3) Determining if the Waiting List may be Closed

Pursuant to the above conditions, the HA Board of Commissioners shall approve closure of the Waiting List. Announcements shall be posted at the HA Administrative Office.

(4) Change in Preference Status While on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a preference at the time of application intake will experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact the HA so that their status may be rectified or, depending on application processing status, revived.

(b) To the extent that the HA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s), and their date and time of application. [24 CFR § 960.212 (c)(2)] They will then be informed in writing of how the change in status has affected their place on the waiting list.

(5) Removal of Applications from the Waiting List

(a) Applicants shall be removed from the waiting list if they are determined to be ineligible for assistance (i.e. over-income, criminal record, ineligible alien, etc.).

(b) Applicants who fail to respond to a HA letter and otherwise fail to express continued interest shall be removed from the List.

(c) Fire victims who did not previously have an application at the time of the fire, will be removed from the waiting list after two months if the Housing Authority is unable to assist them.

(d) Inactive Applications shall be retained by the HA for a period of five years.

(e) Once an Applicant is removed from the Waiting List, the Applicant will be required to reapply and shall be assigned a new application date.

E. Qualification for Admission

(1) It is the HA's policy to admit only qualified applicants.

(2) An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section 9, Definition 19, of this policy;
- (b) Heads a household where all members of the household are citizens or eligible noncitizens; (24 CFR § 200, and §912.5 through 912.14)
- (c) Has an Annual Income at the time of admission that does not exceed the Low Income Limits for occupancy established by the Department of Housing and Urban Development, and posted in the HA offices. As per HUD requirements, 60 percent of admissions made within each HA fiscal year can not exceed 80% of median income. 40 percent of admissions during this same period must not exceed 30 percent of median income.
- (d) Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers; (24 CFR § 913.109)
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section 1. H.of these policies. (24 CFR § 960.205)

F. Processing Applications

(1) Interviews and Verification Process

- (a) As families approach the top of the waiting list, the following items will be verified:
 - (i) Family composition and type (Elderly/nonelderly)
 - (ii) Annual Income
 - (iii) Assets and Asset Income
 - (iv) Allowance Information
 - (v) Preferences
 - (vi) Social Security Numbers of all Family
 - (vii) Information Used in Applicant Screening
 - (viii) Citizenship or eligible immigration status
- (b) The HA's shall obtain written third party verification to substantiate applicant or resident claims. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of citizenship or eligible immigration status shall be carried out pursuant to 24 CFR § 912.8 using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

(2) Applicants Reporting Zero Income

Applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. It will also ask applicants about the status of any application or benefits through AFDC or other similar programs.

(3) Records

The HA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination by the HA as to eligibility or ineligibility of the applicant; when eligible, the unit size for which eligible, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

G. The Preference System

It is the HA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet the HA's Resident Selection Criteria (described later in this policy) before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission meet the definitions of the preferences described below.

1. General Guidelines

- (a) Applicants will be selected based on preferences and date and time of application.
- (b) The HA will also offer units to existing residents on the transfer list. Some types of transfers are processed ahead of new admissions (e.g. emergencies) and some types of transfers are processed with new admissions using a ratio determined by the HA. (See Section 2. E. of this policy for processing of transfers with new admissions.)
- (c) The HA will also offer unit to families with a court ordered admission (if applicable). Court ordered new admissions take priority over families with preferences.
- (d) If there are no applicants on the waiting list(s) that qualify for the preferences, otherwise eligible non-preference families will be selected.

(e) The HA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with either preferences.

(2) Family vs. Unit Characteristics

(a) Factors other than preferences that affect the selection of applicants from the waiting list [24 CFR § 960.211 (b)(1)] - Before applying its preference system, the HA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or disabled, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with preferences e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

(b) Factors other than the preference system that affect applicant selection for unit offers are described below:

(a) When selecting a family for a unit with accessible features, the HA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

(b) If no family can be found for a unit with accessible features, the HA will house a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan, described later in this policy. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

(c) Residents of Perth Amboy will be selected ahead of non-resident applicants. A resident is a person who lives or works in Perth Amboy.

(d) When selecting a family for a unit in public housing, elderly or disabled families and elderly and disabled single persons have preference over single persons who are neither elderly nor disabled.

(e) When there are insufficient elderly or disabled families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a preference for this type of unit over single persons.

(f) Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System. If permitted by the court order, the HA may offer the family a housing certificate or voucher.

(g) The HA may skip applicants on the waiting list if, in accordance with its deconcentration plan, it is necessary to reach a lower income family for a vacancy in a higher income building or development, or to reach a higher income family for a vacancy in a lower income building or development.

(3) Employment Preference:

(a) To receive the local employment preference the applicant family must have at least one family member, age 18 or older, employed at the time of the HA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(b) Employment periods may be interrupted but to claim the preference a family must have an employed family member prior to the actual offer of housing as described above.

(c) A family member that leaves a job after receiving benefit of the preference will be asked to document the reasons for the termination. Someone who quits work (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to the HA and will have their assistance terminated.

(d) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(3) Preference Point System

The application pool shall be divided into sub-lists according to bedroom size and residency status (Perth Amboy residents and non-residents).

On each list, applicants will be ranked according to the following:

- 1) Highest Points Accumulated
- 2) Time and Date of Application

Preferences

Rent Burdened (1 point)
Involuntarily Displaced (1 point)
Substandard Housing (1 point)

Subtotal: _____ (Maximum 3 Points)

Additional
Displaced by Fire, Flood, Natural Disaster
or condemnation of a unit by a local or state
governmental agency, and for which such
action was not the result of neglect or
intentional act of the applicant or member
of the household. Displaced as a result of
domestic violence. _____ (3 Points)

Veteran of a Foreign
War (Head Of HH only) _____ (1 Point)

Working Family
(or age 62 or older, or disabled) _____ (1 Point)

Applications over 5 yrs. or
1992 applications _____ (2 Point)
_____ (3 points)

TOTAL POINTS _____

(5) Administration of the Preferences

(a) The HA requires applicant verification for a preference at the time of initial application.

(b) At the time of initial application, the HA will use a preference checklist or other form to obtain the family's certification that it qualifies for a preference. At the initial application interview the family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.

(c) Applicants that are otherwise eligible and are verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.

(d) Families that lose their original preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of application.

H. Applicant Selection Criteria

It is the HA's policy that all applicants should be screened in accordance with HUD regulations (24 CFR Part 960) and sound management practices. During screening the HA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- (a) to pay rent and other charges as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the HA premises;
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the HA; and,
- (h) to comply with health and safety codes.

(2) Procedures

(a) The HA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR §960 ... 206 (a) &(b)]

(b) The HA will complete a credit check and a rental history. check on all applicants. (Not a HUD requirement. the HA option, best practice)

(c) Payment of funds owed to the HA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The HA will consider any past balances owed the HA by the applicant for any program that the HA operates. The HA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. The HA will not admit families who owe back balances. (See § 960.205 (b)(1) (Not a specific HUD requirement. the HA option, best practice)

(d) The HA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available. [24 CFR 960.205 (b)(3)] The cost of criminal background checks shall be paid for by the HA.

(i)- A record of disturbance of neighbors (disturbances sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors. [24 CFR § 960.205 (b) (2)]

(ii)- Any history of criminal activity on the part of all applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. (24 CFR § 960.205 (b) (3) and the Anti-Drug Act of 1988)

(e) A home visit will be conducted to determine if the applicants current housekeeping is in keeping with HS standards and to determine if the applicant is likely to uphold lease requirements regarding housekeeping and damage to the unit and common areas. This inspection will be done without prior notice to the applicant to avoid allowing the family to alter its normal living style to pass the inspection.

(f) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the HA's lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR § 8.2 Definition: Qualified Individual with Handicaps) Availability of assistance is subject to verification by the HA.

(3) Misrepresentations

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. [24 CFR § 913.109 (b) & § 760.3]

(4) Mitigating Circumstances

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into the HA's screening assessment of the applicant, mitigating circumstances must be verifiable. [24 CFR §960.205(d)]

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

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

(d) Examples of mitigating circumstances might include: (24 CFR § 960.205)

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service.

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HA will consider such circumstances in light of: the applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

(i) the applicant's overall performance with respect to all the screening requirements; and,

- (ii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

5. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:

Eligibility of the applicant as a family; (See 24 CFR § 912.2)

- (ii) Eligibility of the applicant with respect to income limits for admission; (See 24 CFR § 5.104 & 105)

- (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 912.4(b)]

- (iii) Unit size required for the family;

- (iv) Preference category (if any) to which the family is entitled; (24 CFR § 960.211)

- (v) Qualification of the applicant with respect to the Applicant Selection Criteria. (See 24 CFR § 960.205)

- (b) Families determined to be qualified will be notified by the HA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR § 960.207 (b)]

- (c) Assistance to a family may be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and the HA procedures. [24 CFR § 912.9]

- (d) The HA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the HA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HA, such as turnover rates, and market demands as they affect bedroom sizes and project location. [See 24 CFR § 960.207 (b)]

- (e) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from the HA, stating the basis for such determination. The HA shall provide such applicants with an opportunity for informal review of the determination as described in Informal Review of Rejected Applications.

The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR § 960.207(a)]

I. Pre-Occupancy Orientation

Attendance at a pre-occupancy orientation meeting will be a requirement of admission. The HA orientation will include topics such as:

- rights and responsibilities of the HA and the resident;
- how rent is calculated;
- security issues, safety, risk control;
- risk control
- recertification requirements;
- the lease;
- the move-in inspection;
- care of the unit and how to request maintenance;
- reasonable accommodations for persons with disabilities
- services available in or near the development;
- the resident association;
- how to conserve utilities and read a utility bill; family budgeting.

J. Resident Participation in the Intake Process

The HA's policy is to encourage resident participation in the applicant intake process. The HA shall work with the Tenants Association to welcome new tenants into the community. New tenants shall be provided with information related to the activities and role of the Tenants Association.

K. Occupancy Guidelines

(1) It is the HA's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or underutilization.

(2) The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit:

Occupancy Guidelines Chart

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
OBR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

(3) Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or designee. Further, the HA has the right to permit families exceeding the maximums shown above to occupy units when the family requests such occupancy, and when the HA determines that the unit in question is large enough.

(4) In order to determine if a family's request to exceed the unit maximums is reasonable, the HA will use the applicable code standard for occupancy. If no such code exists or the HA has reason to believe that the local code standard may be discriminatory, then the BOCA housing code standard will be used.

(5) Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

(6) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In assigning a unit the HA will also consider a child who is temporarily away from the home because of placement in foster care or kinship care.

(7) Dwelling units will be so assigned that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.

- (b) For verified reasons of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.
- (c) Two children of the opposite sex will not be required to share a bedroom except at the request of the family.
- (d) The living room will not be used as a bedroom except at the request of the family.
- (e) A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children. (Not a HUD requirement, the HA option)

2. TENANT ASSIGNMENT PLAN

A. Assignment Plan

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

Plan A

Each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size. The applicant must accept the vacancy offered or be placed at the bottom of the applicant list, losing any applicable preferences. [24 CFR § 1.4 (b)(2)(ii) & (iii)]

B. Procedures

- (1) The applicant will be notified in writing of the offer of a unit and must accept the vacancy offered within 3 working days of the date the offer is communicated or, be placed at the bottom of the applicant list, losing any applicable preferences. (See good cause discussion below.)
- (2) If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that was ready for occupancy first. (Not a HUD requirement, the HA option)
- (3) If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the HA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. [24 CFR § 1.4 (b)(2)(ii) & (iii)] Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:
 - (a) Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

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

(c) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;

(d) The unit is inappropriate for the applicant's disabilities.

(4) The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to the HA's satisfaction, the refusal of the offer shall not require that the applicant be moved to the bottom of the waiting list or otherwise affect the family's position on the waiting list. [24 CFR § 85.42]

(5) The HA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

C. Occupancy of Dwelling Units with Accessible or Adaptable Features

[See: 24 CFR § 8.27 (a) (1) (2) and (b)L

(1) Before offering a vacant accessible unit to a non-disabled applicant, the HA will offer such units:

(a) First, to a current occupant of another unit of the same development, or other public housing developments under the HA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).

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

(2) When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

D. Leasing and Occupancy of Dwelling Units

It is the HA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR Part 966).

(1) Applicant folders will be processed centrally. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made at central office. Offers shall be made in person and in writing. (Not a HUD requirement, the HA option)

(2) When offering units the HA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with the HA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Not a HUD requirement, the HA option)

(3) Once the unit is shown and the applicant accepts the unit, the HA will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained in writing from the applicant. The applicant must sign the refusal form. The form is then sent to central office for a "good cause" determination. No applicant will be expected to sign a lease for a unit that is not ready for occupancy. (Not a HUD requirement, the HA option, but see § 966.4 (i))

(4) The HA will only show and lease units of the appropriate size. If an exception to the HA's occupancy standards is approved for the applicant this information will be noted.

(5) Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally.

(6) The lease shall be signed by the head and spouse and by the Executive Director or other authorized representative of the HA, prior to actual admission. (24 CFR @ 966.4 (P)) All inhabitants, regardless of age shall be listed on the Lease

(7) If a resident transfers from one HA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]

(8) If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- (a) A new lease agreement will be executed, or
- (b) A Notice of Rent Adjustment will be executed, or

(c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]

(9) Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit. [24 CFR §§ 960.209 (b) and 966.4 9 (a) (2)] Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. [24 CFR § 966.4 (f)(3) & (c)(2)]

(10) Additions to the household - Following receipt of a family's request for approval, the HA will conduct a pre-admission screening of the proposed new member. Only new members approved by the HA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process.

Other than a spouse to the head of household, additional adults will not be added to the lease even if the unit size is large enough to accommodate the additional adult. Exceptions may be made on a case by case basis by the Housing Authority. An example of such exception is the adult is necessary to care for a current family member.

Additional children will be added to the lease only if the leaseholder can verify the addition is for reason of birth, adoption, foster care, or some other form of legal guardianship by a current household member.

Any income shall be considered for rent determination purposes.”

The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders. (Not a HUD requirement, the HA option, best practice)

(11) Examples of situations where the addition of a family member is subject to screening are: (Not a HUD requirement, the HA option, best practice)

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

(d) A unit is occupied by a remaining family member(s) under age 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

(E) Addition of another family member who is to stay on a temporary basis.

(12) Residents who fail to notify the HA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by the HA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

(13) Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

(14) Overnight visitors may be permitted in a dwelling unit. Any quest remaining more than ten days must be immediately reported to the HA. The HA may permit temporary guests as necessary. Temporary guests shall not be added to the lease and no additional rent shall be collected. Temporary guests must use best efforts to find housing and shall not be permitted to remain in the unit for more than 30 days. The time limit may be extended at the discretion of the HA.

Temporary guests shall not be permitted to apply for a transfer.

(15) Resident will not be given permission to allow a former resident of the HA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease. (Not a HUD requirement, the HA option)

(16) Residents must advise the HA if they will be absent from the unit for more than 7 days. Residents are required to notify the HA and make arrangement to secure the unit and provide a means for the HA to contact the resident in the event of an emergency. Failure to advise the HA of an extended absence is grounds for termination of the lease. (Not a HUD requirement, the HA option)

(17) Live-in aides must demonstrate that they have the appropriate skills to provide proper care for the tenant.

E. Resident Transfers

(1) It is the HA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents can be transferred to accommodate a disability. (Required, 24 CFR § 100.5)

(2) Transfers shall be made within and/or between projects to correct occupancy standards, Transfers shall be made on a chronological basis from the date of the transfer request or the date the Housing Authority determines that the family is not in an appropriate sized unit except for priorities 1 and 2 listed below. The Housing Authority may skip persons on the transfer list to accommodate these priority transfers.

The following priorities shall be considered along with the ratio to new admissions:

1) Emergencies related to health and safety

An emergency is defined as a condition which creates an immediate threat to tenant health and safety or a condition in which tenant mobility would be severely restricted. Emergency medical conditions, serious family problems, and cooperation with law enforcement officials shall be considered. Emergency transfers shall get priority over new admissions and other transfers. The Executive Director shall approve all emergency transfers.

2) Transfers made voluntarily that will allow for a higher income family to move into a building with no higher income families, or that will otherwise assist the Housing Authority implement its deconcentration plan.

3) Overhoused and Overcrowded families [Ratio - 1 transfer to every 2 new admissions]

4) Transfers for tenant convenience (i.e. requests for a unit of the same size in a different location) [discretionary]

(3) If a tenant refuses a unit offered, their name shall be moved to the bottom of the transfer list and the date of the transfer application is changed to the date of the refusal.

(4) If the tenant presents to the satisfaction of the Authority clear evidence that acceptance of the unit offered will result in undue hardship not related to considerations of race, color, or national origin, refusal of such offer shall not be considered failure to accept the unit offered.

(5) Tenants in oversized units that refuse a transfer without good cause will be referred for legal action to enforce compliance with the terms of the Dwelling Lease.

(6) In order to be considered for a transfer, the tenant family must be in compliance with the terms and conditions of the Dwelling Lease. This shall include- full payment of rent and other charges; proper maintenance of apartment (housekeeping, sanitation, fire hazards, tenant damages); and has not caused disturbances. The HA will consider the previous 6 month period.

(7) Residents in an over/under housed status will be advised in their 30 day "Notice of Result of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

(8) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is two (2) years of age. When the child reaches age 2 the family shall be placed on the transfer list. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and in the HA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, the HA's prior approval of additions to the household is required.)

(9) Families shall not be split into two households. Entire families shall be transferred to an appropriate size unit. The family may be split into two households only in cases where the Authority does not have and will not have a unit large enough to accommodate the family. Exceptions may be made by the Executive Director based on extenuating circumstances.

(10) Cost of transfers - Residents shall bear the cost of transfers to correct occupancy standards, however, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer. Transfers requested or required by the HA will be paid for by the HA.

(11) The HA may suspend transfers in cases of workload problems and vacancy problems (i.e. unit turn-around requirements).

3. ELIGIBILITY FOR CONTINUED OCCUPANCY. **ANNUAL RE-EXAMINATION AND REMAINING FAMILY MEMBERS**

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

(1) Qualify as a family as defined in Section 9 of this policy. (Note: For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18.)

(2) Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

(3) Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

(4) Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required by 24 CFR § 912.6.

B. Remaining Family Members and Prior Debt

(Not a HUD requirement, the HA option)

(1) As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for arrearages incurred by the former head or spouse. At the HA's discretion it may choose not to hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18 if the HA determines it will create a hardship.

(2) Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household if the HA determines it will create a hardship.

C. Screening of Remaining Family Members

Remaining family members shall be screened for eligibility in accordance with "Applicant Selection Criteria" contained in section 1(H) of this policy. Additionally, the Housing Authority reserves the right to reject a remaining family member's request for the continued occupancy of a unit if the Housing Authority believes the leaseholder put the remaining family member on the lease with the intent of vacating the unit and leaving the unit to the remaining family member.

D. Periodic Re-examination.

(1) Regular re-examinations. The HA shall, at least once a year, re-examine the incomes of all resident families. [24 CFR § 960.209 (a)]. **Note:** The exception to this requirement is for families choosing to pay a flat rent. Families paying a flat rent are only required to have their income re-examined once every three years. The family is still required to sign a lease renewal once each year and to report changes in family composition.

E. Verification Procedures.

The HA will seek to obtain third party verification of family annual income, the value of assets, expenses related to deductions from annual income and other factors that affect the determination of adjusted income. However, if after four weeks a request for third party verification has not been returned, the HA will use other methods of verification including but not limited to copies of paychecks, copies of bank account statements, and receipts for expenses.

(2) Special Re-examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special re-examination may be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. (Not a HUD requirement, the HA option)

(3) Persons reporting zero income may have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. (Not a HUD requirement, the HA option best practice)

(4) Re-examination Procedures

(a) At the time of re-examination, the head of the household will be required to sign an application for continued occupancy and other forms required by HUD.

(b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. [24 CFR §960.2061

(c) Verified information will be analyzed and a determination made with respect to:

- (i) Eligibility of the resident as a family or as the remaining member of a family:
- (ii) Unit size required for the family;
- (iii) Rent the family should pay.

(d) Income shall be computed in accordance with the definitions and procedures set forth in this policy and prescribed by HUD. Income derived from participating in the HA's painter's apprenticeship program will not be counted for a period of 18 months from the participant's start date. Income of full time students employed by the Recreation Department during the summer will not be counted as income. [24 CFR § 913]

(e) Families failing to respond to the initial re-examination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

(5) Action Following Re-examination

(a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described earlier in this policy and moved to an appropriate unit when one becomes available. 24 CFR § 966.4 (c)(3)]

(6) Tenants will be required to show verification of application, receipt, non-receipt, or ineligibility for all sources of income for which Housing Authority staff determine they may be eligible; including but not limited to welfare, unemployment, disability, pension, social security, alimony, and child support benefits.

4. INTERIM RENT ADJUSTMENTS

A. Rent Adjustments

(1) Residents must report all changes in family composition, status, or income to the HA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent charge. Residents choosing a flat rent or who are paying a ceiling rent are not required to report changes in income unless they are requesting to return to an income based rent.

Examples of changes, which must be reported are: increases in income resulting from a change in employer, job title, part-time to full-time employment, an adult family member previously unemployed obtains employment, all income received by a new family member, any new unearned income received on behalf of any family members - children or adults.

(2) Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates. (Not a HUD requirement, the HA option, best practice)

(3) The HA will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. The HA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. (Not a HUD requirement, the HA option, best practice)

(5) Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident. [24 CFR § 960.2061

(6) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

(7) Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the HA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled re-examination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder. (Not a HUD requirement, the HA option best practice)

(8) Residents who receive welfare assistance and have their grant reduced or terminated due to fraud, non-compliance with welfare work or economic self-sufficiency program will not be entitled to any decrease in rent.

B. Effective Date of Adjustments

(1) Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment. (Not a HUD requirement, the HA option best practice)

(2) Rent decreases go into effect the first of the month following the reported change, provided the change in income or circumstances was reported within the month in which it occurred.

(3) Rent increases (except those due to misrepresentation) will be effective after 30 days notice (the first day of the 2nd. following month)

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to the HA the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the HA's dwelling lease. [24 CFR § 966.4 (c)(2)]

D. Failure to Provide Timely Information

Increases in rent will be charged retroactively to the tenants account if the reexamination is done late due to the tenants failure to comply with reexamination procedures in a timely manner.

5. LEASE TERMINATION PROCEDURES

It is the HA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations (24 CFR § 966.4 0)(2) and the lease terms.

A. Notice Requirements

(1) No resident shall be given a Notice of Lease Termination without being told by the HA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the HA employees; and any drug-related criminal activity on or near such premises. [24 CFR § 966.4 0)(3)]

(2) Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned shall be considered to be proof that the resident received proper notification. (Not a HUD requirement, the HA option best practice)

B. Record keeping Requirements

A written record of every termination and/or eviction shall be maintained by the HA, and shall contain the following information: (Not a HUD requirement, the HA option best practice)

- (1) Name of resident, number and identification of unit occupied;
- (2) Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- (3) Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;
- (4) Date and method of notifying resident (i.e. Certified, hand delivered);
- (5) Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

6. CHARGES FOR EXCESS UTILITIES AND DAMAGES

A. **Excess Utility Charges**

Residents in units where the HA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit (e.g. window air conditioners). This charge shall be applied as specified in the lease [24 CFR § 966.4 (b)(2)] and in accordance with the HA's "Schedule of Charges".

B. **Charges for Damages**

Charges shall be imposed for damages that are due to vandalism, neglect, carelessness or violation of rules and regulations of the family lease. No charge shall be made for reasonable wear and tear. Charges shall be imposed in accordance with the HA "Schedule of Charges"

7. MINIMUM RENTS

The HA shall charge a minimum rent of \$50.00

Exceptions To Minimum Rents.

The HA shall grant an exception to the minimum rent requirements if the resident can demonstrate a hardship circumstance expected to be of a long-term basis (over 90 days) as follows:

- (1) The family has lost eligibility for or is awaiting on eligibility determination for a Federal, State or local assistance program.
- (2) The family would be evicted as a result of the imposition of the minimum rent;
- (3) The income of the family has decreased because of changed circumstance, including loss of employment,
- (4) A death in the family has occurred,
- (5) Other circumstances determined by the HA on a case by case basis.

Any resident requesting exception to the minimum rent will have the rent suspended until a determination is made. After the determination, if exception is not granted, the rent will be charged retroactively. If the HA determines the hardship is expected only to be temporary (less than or equal to 90 days) eviction will not be pursued during this period. The resident will be given an opportunity to enter into a repayment agreement for monies owed. If no hardship is

substantiated, the resident will be required to pay the minimum rent including any retroactive rent that accrues during the period of review. If the exception is granted, the resident's account will be credited back to the date of the request except for residents charged a minimum rent between October 21, 1998 and February 1999 when this HUD regulation went into effect. Those families are eligible for credit back to October 21, 1998.

All decisions made in this regard are subject to the grievance procedures.

8. FLAT RENTS

Flat rents shall be established for all units based on a rent comparability survey. Flat rents will be reviewed and adjusted periodically. Flat rents are as follows:

0 bedroom	\$450
1 bedroom	\$ 500
2 bedroom	\$ 680
3 bedroom	\$ 848
4 bedroom	\$1016
5 bedroom	\$1016

Upon adoption of this policy, residents will be notified of their right to request to pay a flat rent instead of an income based rent. After this initial implementation period this option will be offered once each year at reexamination, or at the request of the resident.

A resident may request to return to paying an income based rent if there has been a financial hardship on the family or if the resident feels they can no longer afford the flat rent.

Residents waiting for a transfer to a smaller unit will pay a flat rent based on the smaller unit size for which they are waiting. If the family paying the lower flat rent refuses a reasonable offer to transfer to a smaller unit, their rent will be returned to the lower of the flat rent for the actual unit size they occupy or 30 % of adjusted income.

9. ONE STRIKE POLICY

The HA's One Strike Policy shall be contained in the appendix to this policy.

10. 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. 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.

- (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.

- (c) Housekeeping Standards: Inside the Apartment
 - General--
 - (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
 - (2) Floors: should be clean, clear, dry and free of hazards.
 - (3) Ceilings: should be clean and free of cobwebs.
 - (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
 - (5) Woodwork: should be clean, free of dust, gouges, or scratches.
 - (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
 - (7) Heating units: should be dusted and access uncluttered.
 - (8) Trash: shall be disposed of properly and not left in the unit.
 - (9) Entire unit should be free of rodent or insect infestation.

 - Kitchen--
 - (1) Stove: should be clean and free of food and grease.
 - (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
 - (3) 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.
 - (4) Exhaust Fan: should be free of grease and dust.

- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) 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.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean..
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards including snow and ice. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards including snow and ice.
- (4) Sidewalks: should be clean and free of hazards including snow and ice.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

11. Deconcentration of Poverty Plan

Delaney, Dunlap, Otlowski, Dzema, Sofield (Hansen and Stack are excluded as per HUD regulation)

In accordance with 24 CFR 903.2 the Housing Authority each year must determine the average income of all households living within the five family development sites. The average income is then adjusted for unit sizes according to a HUD formula. Finally, an established income range of

between 85% and 115% is calculated. Next, the Authority must determine the average income of all households living at each development. An adjustment for unit size is made, and an adjusted average income is determined for each site.

A comparison is then made to determine if the adjusted average income of each site is below, within, or above the established income range for all the sites combined. Any sites below or above this range will require a policy to bring the average income within the established income range, unless the Housing Authority provides proper justification to HUD explaining the difference(s). If a particular site has an average income that is above the established income range, but that average income is at or below 30% of the area median income, then no corrective action is needed.

The results of this annual analysis will be attached to this policy as an appendix, along with a plan of correction if needed.

12. Community Service and Self Sufficiency Requirements

A. Background

The Quality and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service – volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: Political activity is excluded.

Self Sufficiency Activities – activities that include, but are not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence; and
- Full time student status at any school, college or vocational school.

Exempt Adult – an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker or disabled person;
- Is working at least 30 hours per week; or
- Is participating in a welfare to work program.

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self sufficiency activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special

consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.

3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
 - At lease execution or re-examination all adult members (18 or older) of a public housing resident family must
 1. provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 2. sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in no renewal of their lease.
 - On a monthly basis, non exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed for that month. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - If a family member is found to be noncompliant, during re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
 - If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community (when available) that provide volunteer and/or training opportunities.

D. Authority obligations

1. To the greatest extent possible and practicable, the Authority will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligation. (According to the Quality Housing

and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from Community Service requirement); and

- Provide in-house opportunities for volunteer work or self sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
 3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Resident may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
 4. Noncompliance of family member:
 - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
 - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;
 - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
 - The family may use the Authority's Grievance Procedure to protest the termination.

13. Income Exclusions

The Housing Authority abides by all HUD requirements regarding income exclusions. Additionally, the Housing Authority excludes all income earned by the participants in its painter apprentice program for the duration of their participation in the program. The Housing Authority will also exclude for a six-month period, income earned by former painter apprentice participants that become employed in the painter's union. The Housing Authority also excludes the income earned by residents employed as mentors in the Middlesex County Youth Advocate Program.

14. Assistance to Victims Displaced by Hurricane Katrina

The Housing Authority will open its waiting list to victims displaced by Hurricane Katrina. Only individuals or families meeting this preference category will be eligible to apply for public housing. 100

currently vacant units at Delaney Homes will be made available on a temporary basis until approximately July of 2006, with month to month leases offered. Assistance will be offered first to eligible, displaced public housing participants, as verified by HUD. Other eligible families will be considered once it has been determined the displaced public housing families have been assisted. All other admission and occupancy guidelines stated in this policy will apply to these special admissions, except on a case by case basis where the Authority determines the need of the family outweighs the cited policy.

Appendix A
Grievance Procedure

Appendix B
Application for Admission

Date and Time Received: _____ **Application No.** _____

**HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY
APPLICATION for the Public Housing Program**

Name: Last _____ First _____

Address: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (____) _____ day (____) _____ eve.

Race/Ethnicity: [For statistical purposes only. Required by HUD]

- 1. White () Black () American Indian () Asian ()
- 2. Hispanic () Non Hispanic

Preference Status:

- 1. () Displaced by fire, flood, natural disaster, or government action
- 2. () Involuntary Displacement
- 3. () Living in Substandard Housing
- 4. () Paying more than 50% of monthly family income for rent

Is Head of Household a U.S. Veteran that served in a foreign war? () Yes () No

Does the head of household or spouse work in Perth Amboy? () Yes () No

Family Data:

Name	Relation to Head	Sex M or F	Age	Date of Birth	Social Security Number
1.	Head				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

Income and Employment Data:

List all income for all family members. Income could include: employment income; TANF (formerly AFDC); Social Security; SSI; Pensions; Unemployment Benefits; Workmen’s Compensation; Child Support; Alimony; Veterans Benefits; Other

Family Member	Income Source	Gross Amount	weekly, bi-weekly, monthly, annual
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Asset Information:

List all assets - Bank Accounts, Cash, Real Estate, Bonds, Insurance Policy Cash Value, Money Market Account, etc.

Asset	Amount/Value	Interest Rate	Annual Income from Asset
	\$		\$
	\$		\$
	\$		\$
	\$		\$

Automobiles owner by family members:

Family Member	Make/Model	Year	Approximate Value
			\$
			\$
			\$

Family Members over the age of 18, attending school as a full-time student

Family Member	School	Anticipated Graduation Date

Do you need a specially designed accessible unit due to a handicap? () Yes () No.

Is any family member pregnant? () Yes () No Who? _____

Were you ever evicted from Public Housing? () Yes () No

If yes, what agency? _____

Do you owe any money to a Federally Assisted Housing Program or have you had your housing assistance terminated? () Yes () No

If yes, what agency? _____

Is any family member participating in a government funded employment training program, such as: Family Development Program (FDP), Job Training Partnership Act (JTPA), etc.? () Yes () No

If yes, who? _____

Is any family income received for foster or adopted children? () Yes () No

For Who? _____ How Much? \$ _____

Are you a U.S. citizen? () Yes () No

Are any family members non- U.S. citizens? () Yes () No If yes, who? _____

Are any children currently in foster care? () Yes () No Who? _____

Do you or any household members use or sell illegal drugs? () Yes () No

Residence / Landlord History:

You must list the addresses where you have lived for the last 5 years.

1) Current Address: _____

City, State, Zip _____

Lived here from / / to / / Is your name on the lease: () Yes () No

Current Landlord Name: _____ Phone: () _____

Landlord's Address: _____

City, State, Zip _____

2) Previous Address: _____

City, State, Zip _____

Lived here from / / to / / Was your name on the lease: () Yes () No

Landlord's Name: _____ Phone: () _____

Address: _____ City _____ State _____ Zip _____

3) Previous Address: _____

City, State, Zip _____

Lived here from / / to / / Was your name on the lease: ()Yes ()No

Landlord's Name: _____ Phone: () _____

Address: _____ City _____ State _____ Zip _____

4) Previous Address: _____

City, State, Zip _____

Lived here from / / to / / Was your name on the lease: ()Yes ()No

Landlord's Name: _____ Phone: () _____

Address: _____ City _____ State _____ Zip _____

5) Previous Address: _____

City, State, Zip _____

Lived here from / / to / / Was your name on the lease: ()Yes ()No

Landlord's Name: _____ Phone: () _____

Address: _____ City _____ State _____ Zip _____

I certify that all information provided is accurate and complete to the best of my knowledge. I understand that giving false information on this application is a federal crime, will result in rejection of this application, and may result in 5 years in jail or a \$10,000 fine.

I also acknowledge that I have received a copy of the Housing Authority's One Strike Policy.

Signature of Applicant / Head of Household _____ **Date**

Signature of Co-Applicant / Spouse _____ **Date**

FEDERAL SELECTION PREFERENCES

INVOLUNTARY DISPLACEMENT - Check off the items that apply.

- () The applicant has been involuntarily displaced and is not living in standard, permanent replacement housing or within no more than six months from the date of preference status certification by the family or verification by HA the applicant will be involuntarily displaced.
- () An applicant is or will be involuntary displaced if the applicant has vacated or will vacate (as describe above) his or her housing unit as a result of one or more of the following actions:
 - () A disaster, such as flood or fire results in the uninhabitability of an applicant's unit;
 - () Activity carried on by an agency of the United States, or by any State or local governmental body or agency in connection with code enforcement, or a public improvement program, or development program;
 - () Action by a housing owner that forces an applicant to vacate his/her unit, provided:
 - () The reason for the owner's action is beyond an applicant's ability to control or prevent;
 - () The action occurs despite the applicant's having met all previously imposed conditions of occupancy, and the action taken is other than a rent increase. Examples of actions taken by a housing owner that cause an applicant to vacate a unit include BUT ARE NOT LIMITED TO:
 - () Conversion of the unit to non-rental or non-residential use; Closing of the unit for rehabilitation or any other reason;
 - () Notice to an applicant that he/she must vacate a unit for the owner's personal or family use or occupancy;
 - () Sale of the unit in which the applicant resides under an agreement to vacate when possession is transferred;
 - () Any other legal act that results or will result in the withdrawal of the unit by the owner from the rental market.

An applicant is also involuntary displaced if--

- () The applicant has vacated his/her housing unit as the result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household.
- () The applicant lives in a housing unit with an individual who engages in such violence.
- () Family members provided information on criminal activities to a law enforcement agency and based on a threat assessment, the agency recommends rehousing the family to avoid violence against family members as a reprisal for providing such information. (NOTE: The HA will establish appropriate safeguards to protect the identity of families requiring this type of protection.)

() One or more members of the applicant family have been victims of one or more hate crimes"; and the family has vacated a housing unit because of such a crime or the fear associated with such a crime. Hate crime means: actual or threatened physical violence or intimidation that is directed against a person or his or her property because of the person's race, color, religion, sex, national origin, handicap, or familial status. This would include hate crimes committed because of a person's race, religion, sexual orientation, etc.

() A member of the family has a mobility or other impairment that makes the person unable to use a critical element of his/her unit. This category of displacement applies only when the owner is not legally obligated to make changes to the unit that would make the critical element accessible to the person with disabilities as a reasonable accommodation.

I believe that I qualify for an Involuntary Displacement Preference for the reasons checked above. This information is accurate and complete to the best of my knowledge.

Signature

Date

SUBSTANDARD HOUSING - Check off the items that apply.

A unit is substandard if it:

() Does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or

() Has one or more critical defects, or a combination of intermediate defects in sufficient number and extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair, or from serious damage to the structure.

() Does not have operable indoor plumbing

() Does not have a usable flush toilet inside the unit for the exclusive use of a family (This element of the definition of substandard would not apply to multi-generation families or families doubled up in otherwise adequate units.)

() Does not have a usable bathtub or shower inside the unit for the exclusive use of the family

() Does not have electricity, or has inadequate or unsafe electrical service

() Does not have a safe or adequate source of heat

() Should, but does not, have a kitchen; or

() Has been declared unfit for habitation by an agency or unit of government.

Single Room Occupancy (SRO) is not considered substandard solely because it lacks sanitary or food preparation facilities.

Applicants who are homeless families are considered 'to be living in substandard housing'. A homeless family includes any person or family who;

Lacks a **fixed**, regular, and adequate nighttime residence; and

Has a primary nighttime residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelter, and transitional housing for the mentally ill);

An institution that provides a temporary residence for individuals intended to be institutionalized, or

A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.

I believe that I qualify for a Substandard Housing Preference for the reasons checked above. This information is accurate and complete to the best of my knowledge.

Signature

Date

PAYING MORE THAN 50% OF INCOME FOR RENT - A family must be paying more than 50 % of income for rent.

- Family Income is Monthly Income or 1/12 of Annual Income.

- Annual Income - Anticipated total income from all sources; the full amount before payroll deductions; the net income from the operation of a business; net income from assets.

- Rent is the actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. Rent includes the monthly cost of shelter plus utilities when utilities are resident-paid.

- Utilities: If the utilities are purchased directly by resident from the utility providers the applicable utility cost is determined in one of two ways:

(1) The Housing Authority's Utility Allowance Schedule for family-purchased utilities and services. **[If you wish to use the Utility Allowance, you must call our office for the \$ amount]**

(2) IF THE FAMILY CHOOSES, the **actual** average monthly payments made for these utilities and services for the most recent 12-month period; or if that information is not obtainable for the entire 12-month period, for an appropriate recent period.

Amounts paid to or on behalf of the family under any energy assistance program must be subtracted from the rent amount to the extent that they are not included in the family's income.

\$_____ Monthly Utilities - () Actual. () Utility Allowance
minus \$_____ Less Energy Assistance Payments not counted in income (if applicable)
equals \$_____ Net Utility Cost
plus \$_____ Monthly Rent
equals \$_____ **(A) Total Rental Cost**

Total Monthly Family Income \$_____ divided by 2 = \$_____ **(B) (50% of Income)**

Is (A) Total Rental Cost greater than (B) 50% of Income () Yes () No

I believe that I qualify for a 50% of Income for Rent Preference based on the above information. This information is accurate and complete to the best of my knowledge.

Signature

Date

Appendix C
Lease

Account No. _____

DWELLING LEASE

THIS LEASE AGREEMENT entered into as of this _____ day of _____, 20____, by and between the HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY, hereinafter referred to as Landlord and, _____ hereinafter referred to as Tenant;

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto agree as follows:

1. **DESCRIPTION OF OCCUPANTS:** The tenant represents that the following will occupy the Apartment for the term of this Lease.

(Tenant)	(Spouse)		
<u>Name</u>	<u>Age</u>	<u>Name</u>	<u>Age</u>

2. **PREMISES AND TERM OF LEASE:** The Landlord covenants onto the Tenant and the Tenant hereby hires and takes as Tenant at the rental hereinafter specified, the premises located in designated as _____ consisting of _____ rooms and bath, for a term commencing on _____ and terminating on _____, at noon, unless renewed in accordance with this Lease Agreement. This Lease shall be automatically renewed in one year periods unless terminated by either party in accordance with Section 10 hereof.

3. **RENT:** The parties hereto agree and the Tenant hereby covenants to pay a monthly rental of \$_____, which shall be due and payable on the 1st day of each month beginning _____, 20____. This rent will remain in effect unless adjusted with the provisions of Section 5 hereof. Rent shall accrue for partial periods of occupancy on the basis of 1/30th of the monthly rental for each day of occupancy.

4. **UTILITIES:** The Landlord covenants and agrees to furnish the following utilities: Heat, Water, Gas for Gas Ranges and Electricity. Tenant agrees not to use any electrical Appliance that is or would create a violation of Federal, State, or Municipal Code. Use of any such Appliance shall be deemed to be an absolute violation of this Lease. Landlord will not be responsible for a failure to furnish utilities etc. due to acts beyond its control. Utilities supplied is at no extra cost to the tenant to the extent that there is no excess utility charge as outlined in Article 15 and Appendix A.

5. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:** Once each year as requested by Landlord, Tenant agrees to furnish accurate information to landlord as to family income, employment, and composition, for the use by Landlord in determining whether Tenant is still eligible for low-rent housing and for determining rent and the appropriateness of the dwelling unit size. All information must be verified. Tenant agrees to comply with the Authority's request for verification by signing releases for third party sources, presenting documents for review, or providing other suitable forms of verification. The tenant, spouse, and all occupants age 18 and over, are also required to sign a release for information or to provide information at the Housing Authority's request, so that the Housing Authority can determine if any of the above individuals have engaged in criminal activity, or other activity as described in Section 23 of this lease agreement. Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

A. Rent, as fixed in Section 3 hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent determination unless during such period:

1. Tenant supplies documentation which shows a change in circumstances (such as a decline or increase in income) which would justify a reduction or increase in rent. In case of rent increases the adjustment will be effective after 30 days notice (the first day of the following month). In the case of a rent decrease, the adjustment will be effective the first of the following month for which the decrease was substantiated. Tenants are required to report all changes in family income during the term of the lease with the exception of residents who elect to pay a flat rent (Appendix G). In case of a flat rent the tenant will be required to report information on family income only once per each three year period unless the tenant experiences a decrease in income and requests to return to an income based rent. The tenant must still sign a lease renewal once each year and report changes in family composition.

2. 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 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. In the event of any rent adjustment pursuant to the above, Landlord will deliver or mail "Rent Adjustment Notice" to the Tenant.

3. Tenants are required to pay a minimum rent of \$50.00 unless an exception is requested and granted by the Authority in accordance with HUD regulations and the Authority's occupancy policy.

Tenants who receive welfare assistance and have their grant reduced or terminated due to fraud, non-compliance with welfare to work or economic self-sufficiency program requirements will not be entitled to any decrease in rent. This does not apply when a welfare recipient loses welfare due to the expiration of a lifetime limit on receiving benefits, or a situation where the family has complied with welfare program requirements but cannot obtain employment.

B. If Landlord determines or Tenant reports that the size of the Dwelling Unit is no longer appropriate to Tenant's need, Landlord may amend this Lease by Notice to Tenant, in accordance with Section 9 hereof, requiring Tenant to move to another unit within the jurisdiction of Landlord, giving Tenant a reasonable time in which to move. See Section 4, Paragraph E of the Occupancy Policy.

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

C. If tenant has accepted and is residing in a handicapped-accessible unit, where no one in the tenant's household requires such unit, the Landlord can require the tenant to move to another unit within the jurisdiction of Landlord by amending this lease by Notice to Tenant, in accordance with Section 9 hereof, after giving the tenant a reasonable time in which to move.

D. If Landlord finds that the Tenant's income has increased so that it is above the approved income limits for continuing occupancy in low-rent housing, Landlord will then determine whether or not, with reasonable effort, Tenant can find other suitable housing.

1. If Landlord determines that due to special circumstances Tenant will be unable to find other suitable housing, Tenant may remain in low-rent housing as long as the special circumstances exist, but the monthly rental will be increased in accordance with Part A above.

2. If Landlord determines that, with reasonable effort, Tenant can find other suitable housing, it will give to Tenant three (3) months notice of Termination of the Lease, in accordance with Section 9 hereof.

6. **OCCUPANCY OF THE DWELLING UNIT.** Tenant covenants and agrees not assign this lease, not to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers. This provision does not exclude reasonable accommodation of not more than ten (10) days for Tenant's guests or visitors. Guests or visitors who wish to stay more than ten (10) days, must receive written consent from the Landlord.

Any additions to household members named on the lease, including live-in aides, spouses and foster children, but excluding natural births, require the advance written approval of the Authority. Except for spouses to the head of household or in extreme hardship cases, the Authority will not permit the addition of adults to the lease. All approvals are also subject to the new family member passing the Authority's screening criteria and a unit of appropriate size being available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

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 10.

Ability to comply with Lease terms: If, during the term of this Lease, 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 Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are not family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section 10.

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

The Tenant must give prompt prior notice to the Authority of the tenant's leaving dwelling unit unoccupied for any period exceeding 7 days. Absences from the unit for periods exceeding one month require the prior approval of the Housing Authority and will only be granted in cases where tenant is hospitalized or must care for a family member who is ill.

The Tenant must personally occupy the dwelling unit. If the tenant is not physically living in the unit for any single period of time in excess of one month and the Housing Authority has not approved the absence, the lease may be terminated at the discretion of the Housing Authority.

Tenant further agrees not to permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and his family and/or dependents as identified in the lease, and not to use or permit its use for any other purpose.

Tenant may have pets in accordance with the Authority's pet policy (Appendix B) and HUD regulations.

If tenant commits or performs any act which violates any Ordinance of the City of Perth Amboy, the same shall be an absolute violation of this lease.

Tenant agrees to comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; to dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner and in conformance with Municipal ordinance; to use only in reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

Tenant agrees to take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

Tenant agrees to refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project; to act, and cause household members or guests to act, in a manner which will not disturb other residents peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

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.

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 New Jersey anywhere on the property of the Authority.

Failure of the tenant to comply with the above provisions could result in the imposition of damage charges to the tenant in accordance with Section 7 of this lease and notification of termination of lease in accordance with Section 10 of this lease.

7. **DAMAGE OR REPAIR:**

Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. Cooperation with the maintenance repairers, and exterminators is a lease requirement.

Tenant will abide by the Housekeeping Standards (Appendix D.).

Tenant covenants and agrees not to throw objects from the Windows of the leased premises or the windows located in the Public access areas of the buildings.

Tenant agrees not to make physical alterations or improvements to the dwelling unit without prior permission of Landlord. Costs to Landlord necessitated by restoring any alternations or improvements made by the Tenant without consent of Landlord shall be paid by Tenant.

All apartments are painted prior to Tenant taking occupancy. It is the responsibility of the tenant to maintain said color and not deviate by tinting to other colors. Charges of \$50.00 per room

will be assessed of failing to comply with the above, unless apartment is restored to conforming color by tenant at move out.

Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of accidental, intentional, or negligent damage to the leased premises or development caused by Tenant, his family, dependents, or guests. Such charges shall be billed to Tenant and shall specify the items of damage involved, correctional action taken and the cost thereof. See "Appendix A" for Schedule of Charges.

Tenant agrees to report to Landlord all maintenance problems and damages to the apartment within twenty-four (24) hours for repair.

Tenant agrees to report any incident resulting in injury to the tenant, a member of the tenant's household, or a guest of the tenant, the Housing Authority within 72 hours of occurrence.

Landlord with cooperation of Tenant, shall maintain the building and common areas and grounds of the development in a decent, safe, and sanitary condition in conformance with the requirement of Local Housing Codes and applicable regulations of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this section. If repairs of defects hazardous to life, health and safety are not made, or temporary alternative accommodations offered to the Tenant within a reasonable amount of time after Tenant reporting same to Management and if it was within Management's ability to correct the defect or obtain the correction thereof, then Tenants rent shall abate during the entire period of the existence of such defect while he is residing in the unrepaired dwelling. Rent shall not abate if tenant rejects reasonable alternative temporary accommodation of if damage was caused by the tenant, tenant's household or guests.

Tenants are responsible to maintain smoke detectors and carbon monoxide detectors in working order. Under no circumstances should the Tenant disable the detector or remove the batteries. The Tenant shall immediately report to the Authority any smoke or carbon monoxide detector that is not operational, including when the detector makes a beeping noise (indicating the batteries need to be replaced). Tenants found in violation of this policy will be subject to a \$25 fine, plus the cost of replacing the detector. Further violations of this policy may result in lease termination.

To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. In the case of an eviction, 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.

Tenant is responsible for losses or damage to tenants' personal property regardless of cause. Tenant agrees to hold landlord harmless for damages to tenants' personal property and indemnify landlord for any such losses.

Tenant agrees to pay for repairs as outlined in "Appendix A". Said charges as outlined in "Appendix A" of this Document and all other charges shall be considered as rent.

8. **INSPECTIONS:** Prior to Tenant taking possession of the premises, the Landlord shall inspect the dwelling unit and shall give Tenant a written statement of the condition of the dwelling unit and equipment in it. Tenant or his designate or representative shall join Landlord in such inspection. Tenant shall approve condition of dwelling unit before taking occupancy by signing satisfactory pre-occupancy inspection report. Only then will Tenant be permitted to take possession of the premises. Tenant agrees that the duly authorized agent, employee or representative of Landlord will be permitted to enter Tenant's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to the Tenant of the date, time and purpose, such notice shall be given a least forty-eight (48) hours in advance of examination, provided, however, the Landlord shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Landlord reasonably believes that an emergency exists which requires such entrance. Landlord must promptly notify Tenant in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it. Entry for the purpose of making repairs or inspections as requested by Tenant will constitute permission to enter in the tenant's absence. When Tenant vacates, Landlord will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant may join Landlord in such inspection.

9. **LEGAL NOTICES:** Legal notices required hereunder, except Rent Adjustment Notices will be sufficient if delivered in writing to Tenant personally, or to an adult member of his family residing in the dwelling unit, or if sent by certified mail, return receipt requested, properly addressed to Tenant, postage prepaid. Notice to Landlord must be in writing, and either delivered to a Landlord employee at the Landlord Office of the development or sent to Landlord by certified mail, properly addressed, postage prepaid. Legal Notice as required herein shall be deemed to be sufficient if made in a manner taking into account revised provisions of law or governmental regulation. Legal Notices to tenants who are visually impaired will be in an accessible format.

10. **TERMINATION OF LEASE:**

- A. This Lease may be terminated by the Tenant at any time by giving fifteen (15) days written notice in the manner specified in Section 9 thereof.

Tenant agrees to leave the dwelling unit in a clean and good condition reasonable wear and tear excepted and to return all keys to Management when he vacates. If tenant fails to return all keys, Tenant shall be liable for the cost of new locks.

The PHA shall not terminate or refuse to renew the lease other than for good cause, such as repeated violation of material terms of the lease, failure to pay rent, failure to fulfill the tenant's obligations as set forth in this lease, or breach of any condition or of any provision of this lease.

This lease may be terminated when a person, including a juvenile adjudicated delinquent or tenant who knowingly harbors such person, has been convicted or pleaded guilty to an offense involving assault or terroristic threats against the landlord, a member of the landlord's family, or an employee of the landlord.

This lease may be terminated when a person has been found by a preponderance of the evidence liable in a civil action involving assault or terroristic threats against the landlord, a member of the landlord's family or any employee of the landlord, or a tenant or lessees knowingly harbors a person who committed such an offense and allows the person to occupy the rental premises for residential purposes continuously or intermittently, except if a person harbors a juvenile who has been adjudicated delinquent of an offense of use or possession.

Termination by Management will be given by written notice as set forth in Section 9 as follows:

1. 14 days in the case of failure to pay rent;
2. Reasonable notice of not less than 5 or more than 30 days if termination is for activity that constitutes a threat to health and safety of other tenants or PAHA employees.
3. not less than 30 days prior to termination for other good cause.

Notice by either party to this Lease may be given on any day of the month. The term of this Lease shall then end on the date specified in the notice: provided that when Management gives notice the termination date may not be less than fourteen (14) days for non-payment of rent and thirty (30) days from the date notice is given for other good cause and when Tenant gives notice the termination date may not be less than fifteen (15) days from the date notice is given.

This Lease may also be terminated without notice to the Tenant if the Tenant abandons the unit and fails to deliver the key to the Management; and any personal property left therein by the Tenant may be disposed of by the Management without any liability to the Management for damaged whatsoever.

If Management gives written notice to Tenant to vacate the dwelling unit at a certain time for proper cause in accordance with the provisions of this Lease, and Tenant fails to remove himself and all his personal possessions there from at such time, and if Management institutes court action such removal, Tenant shall reimburse Management upon demand for its reasonable costs incurred thereby, including but not necessarily limited to court filing fees, attorney fees and moving and storage charges for Tenant's personal possessions.

Termination for non-payment of rent, and other causes with the exception of "One Strike" terminations as identified in Section 23, are subject to the Grievance Procedure. If termination is for non-payment of rent, the amount in dispute must be deposited in an escrow account prior to the Hearing. The Authority need not wait until the end of the thirty (30) day period before initiating eviction proceedings for non-payment of rent.

11. **GRIEVANCE PROCEDURE:** All grievance or appeals arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure (as applicable) of Landlord which is in effect at the time such grievance or appeal arises, which procedure is filed in the Housing Authority Office and incorporated herein by reference. The Tenant does not waive any right to insist that the Grievance Procedure comply with the applicable Federal regulations and requirements.

12. **DEFAULT:** If default should be made in the payment of rent or other charges, or in the event of any violation of any of the terms and conditions of this Lease, it shall be lawful for the Landlord to re-enter the premises by any lawful means and the same to have again, repossess and enjoy.

13. **CHARGES:** This Lease, together with any future adjustment of rent or dwelling unit evidences the entire agreement between Landlord and Tenant. No changes herein except those permitted under Section 5, shall be made except in writing, signed and dated by both parties.

14. **SECURITY DEPOSIT:** Tenant agrees to pay \$_____ as a Security Deposit. Management agrees to deposit such Security Deposit in an interest bearing account, crediting such interest as may accrue to Tenants' Security Deposit. Management agrees to return the Security Deposit with such accrued interest as may have been earned, to Tenant when he vacates, less any deduction for any of the costs incurred by the management to restore the dwelling unit to its condition when originally occupied by said tenant. Management will give Tenant a written statement of any such costs for damages, and/or other charges to be deducted from the Security Deposit. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. The Security Deposit shall be a sum equal to one (1) months rental or \$50.00, whichever is greater.

15. **CHARGES TO TENANTS:** Charges to tenants for maintenance and repair beyond normal wear and tear and for consumption of excess utilities where such appliances used are allowable by Federal, State, County or Municipal regulations are incorporated herein and made a part thereof: (See "APPENDIX A" for charges).

16. **GRACE PERIOD:** Rent Payments are payable the first calendar day of the month, however a grace period of seven (7) calendar days will be given upon request. If at the end of the seven (7) day grace period said rental shall not be paid, a late charge of \$10.00 will be assessed and court proceedings will be instituted and said court costs shall be added to amount due and payable at the determination of said court proceedings. Payment of rental in full plus the late charges and court charges will accepted at any time prior to actual court appearance and upon receipt of said monies court proceedings will be terminated. Said charges shall be considered rent.

17. **PROVISIONS FOR MODIFICATIONS:** The Lease shall not be modified unless a written rider to the Lease is executed by both parties, except for Section 5 of this Lease and Section 18 of this Lease.

18. **POSTING OF POLICIES RULES AND REGULATIONS:** Schedules of special charges for services, repairs, excess utilities and rules and regulations which are incorporated in this Lease by reference shall be publicly posted in a conspicuous manner in the Project office and shall be furnished to applicants and tenants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and

providing the tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modifications becoming effective.

A copy of such notice shall be:

- (a) Delivered directly or mailed to each tenant; or
- (b) Posted in at least three (3) conspicuous places within each structure building in which the affected dwelling units are located, as well as in a conspicuous place at the project office if any, or if none, a similar central business location within the project. Determination of notification will be solely the choice of the Landlord.

19. **DOCUMENTS INCORPORATED IN THIS POLICY:** Grievance Procedures and Requirements of the Housing Authority of the City of Perth Amboy and Admission to and Occupancy of Policy of the Housing Authority of the City of Perth Amboy and the tenants application for admission together with this Lease shall be part of each other and incorporated into each other and shall comprise the entire Occupancy Policy of the Housing Authority of the City of Perth Amboy.

20. **TENANTS RIGHT TO USE AND OCCUPY:** This Lease provides that the tenant shall have the right to exclusive use and occupancy of the leased premises which shall include reasonable accommodations of the tenants guests or visitors and with the consent of the Landlord may include care of foster children and live-in care of a member of the tenants' family.

21. **OBLIGATION OF THE AUTHORITY:** The Management will maintain the dwelling unit and the project in decent, safe and sanitary condition,

The Management will comply with requirements of applicable building codes; housing codes, and HUD regulations materially affecting health and safety,

The Management will make necessary repairs to the dwelling unit, The Management will 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 and,

The Management will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the tenant in accordance with Paragraphs 6 and 7 of this Lease and,

The Management will supply running water and reasonable amounts of hot water and reasonable amounts 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 the tenant and supplied by a direct utility connection.

22. **OBLIGATIONS OF THE TENANT:**

A. 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. No tenant or member of the tenant's household shall make fraudulent statements or provide fraudulent information to the Housing Authority in order to gain admittance to public housing, or to continue occupancy in public housing.

B. Tenants are responsible for complying with the City of Perth Amboy ordinances and State of New Jersey requirements on recycling. All recyclables must be separated according to City directive and disposed of in the proper receptacles. Not to do so shall be cause for termination of tenancy. For the first non-compliance, a written warning will be issued. For the second, there will be a written notice imposing a fine of \$25.00. For a third act of non-compliance, the Housing Authority will move to terminate the tenancy.

C. Tenants must adhere to local garbage pick-up schedules. Not to do so shall be cause for termination of tenancy. Garbage receptacles are to be kept in the rear yard or inside the building, and put out in the garbage enclosures or curbside (as it pertains to the tenant's development) the night (no earlier than 4:00 p.m.) before scheduled pick-up and returned to your apartment no later than 11:00 a.m. the next morning. For the first non-compliance, a written warning will be issued. For the second, there will be a written notice imposing a fine of \$25.00. For a third act of non-compliance, the Housing Authority will move to terminate the tenancy.

D. Tenant agrees to keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition.

This includes maintaining their front and back yards and walkways free of litter and other debris. Failure to do so will be cause for termination of tenancy. The tenant shall be responsible for removal of ice and snow from those areas specifically assigned to the tenant, such as front and rear porches, front and rear steps immediately adjacent to and considered a part of tenant's dwelling, driveways and walkways leading directly to tenant's front and back door. The use of any salt or chloride based products is forbidden. Snow removal from common walkways, common sidewalks and all other common areas designated as part and parcel of the project building shall be the responsibility of the Authority, however, the Authority has 24 hours following the end of a snow storm to plow, shovel or spread de-icer, and will not be liable for snow related accidents during a snow storm or for 24 hours following the end of a snow storm. Tenants who do not

abide by the above clean up procedures will be subject to a \$25.00 fine, and possible termination of the lease.

E. Because the Authority must have emergency access to all apartments, any tenant who has replaced a Housing Authority main door or interior door lock for a lock for which the Authority has no key, will be charged for removal plus labor and materials cost of installing a new lock. The Authority does not need permission of the tenant either to remove the unauthorized lock or to assess the above charges against the tenant.

F. Tenant agrees not to park personal family vehicles or vehicles of visitors of the Tenant in areas other than those provided and will abide by all police regulations pertaining thereto. Tenant further agrees that said vehicles be in operating condition with current registration, insurance and inspection done. Vehicles without these requirements will be considered abandoned and will be towed away within twenty-four (24) hours at owner's expense. Tenant shall not repair cars on Authority property including in driveways or parking lots. Tenants found in violation of these rules will be subject to having cars towed at owner's expense.

G. Tenant shall refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit. Tenant shall not run hoses, telephone, cable or electric cords out of windows.

23. **ONE STRIKE POLICY/CRIMINAL ACTIVITY**

The Perth Amboy Housing Authority, under the guidance of HUD One Strike Policy and in accordance with the Housing Opportunity Program Extension Act of 1996, hereby adopts this section to the resident lease agreement.

A. **Resident Conduct**

1. Any criminal activity is grounds for eviction if it threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or employees of the Authority.
2. All drug related criminal activity, whether on or off the premises, is cause for eviction 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, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act.

3. A tenancy may be terminated and the household evicted when the tenant, any member of the tenant's household, guest or other person under the tenant's control engages in criminal activity described above.
4. In accordance with the Housing Opportunity Program Extension Act of 1996, the PAHA prohibits continued occupancy in any public housing dwelling unit for any person who the PAHA determines is illegally using a controlled substance; or
5. The PAHA shall terminate the tenancy of any resident
 - a. who is determined to be illegally using a controlled substance; or
 - b. whose illegal use of a controlled substance or whose abuse or pattern of abuse of alcohol is determined by PAHA to threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
 - c. who willfully allows the apartment unit to be used to store, manufacture, distribute or facilitate the use of illegal narcotics.
6. The PAHA shall terminate the tenancy of any tenant, if the tenant or a family member, is found to be 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. The tenancy will also be terminated if the tenant, or a member of the tenant's household, is violating a condition of probation or parole imposed under Federal or State law.

B. PAHA Evictions

1. Drug related or criminal activity, in violation of this lease provision, will be treated as a serious violation of the material terms of this lease. PAHA will seek eviction, under appropriate laws and statutes, of any resident determined to be in violation of the material terms of the lease.
2. Under the terms of Federal Law and this lease, it is not necessary that an arrest or a conviction be issued by a court in the criminal matter. The existence of criminal activity and proof of same by a "preponderance of evidence" shall be sufficient proof of violation of the lease. Federal Law preempts any state requirements that there be a conviction in order to evict a tenant.
3. PAHA may not evict on the basis of suspicion or rumor. PAHA must prove in court that a tenant has violated the lease.
4. Tenants, upon entering into the lease agreement, promise to abide by its terms. Tenants have an affirmative obligation to assure that neither they nor any member or their household or guest or anyone else under their control, by virtue of having been invited to

the premises, will engage in prohibited drug related or other criminal activities. PAHA may evict the entire household when a household member or guest commits a crime in violation of the lease provisions. The Tenant has promised in the lease to ensure a crime-free household. The Tenant is responsible for the household.

PAHA will handle all the above noted eviction cases on an individual basis. These provisions, known as "One Strike" provisions, will be implemented and enforced evenhandedly. Similar lease violations in similar circumstances will result in similar sanctions.

C. Factors Considered in Determining to Evict a Household

1. The factors to be considered in determining whether to seek the eviction of a household:
2. The magnitude or seriousness of the offense. All drug offenses are serious and it is reasonable to have strict policy which allocates relatively scarce affordable housing resources to those who play by the rules and remain free of drug activity. However, a less serious non-frequent indiscretion by a member of a household cannot be equated with the most serious offense i.e., performing as a drug merchant or committing of violent acts. The PAHA will review closely, cases in which the offense is relatively less serious.
3. PAHA intervention by staff who will work with families on a voluntary basis. If the family is participating fully and most importantly making sufficient progress in a plan to correct a drug problem, which will be taken into account in determining whether to seek eviction.
4. The knowledge or ability to know of the offense by the head of household. For example, consideration of sanctions other than eviction might be made if the offense was committed by a household member, off the site and out of the control of the head of household.
5. Frequency of violations. If a family is cited by Management more than once for serious lease violations, repeated violations by the same family unit indicates a lack of ability or motivation to abide by the rules.

D. Rehabilitation for Abuse Problems.

In determining whether to evict a resident based on a pattern of use of a controlled substance or a pattern of abuse of alcohol, the PAHA may consider, if presented by the resident whether such person:

1. has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

2. has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or
3. is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

E. Alternate Sanctions:

The sanctions other than eviction of the entire household which may be considered:

1. Agreements made in court, on the court record in which the resident:
 - a) acknowledges the offenses; and
 - b) agrees to take action to ensure that the offense is not repeated, e.g. removal from the household of the offending member.
 - c) consents to a judgment for possession which the PAHA agrees not to execute for a period of time unless that agreement to take action above is violated e.g., the offending person returns as a resident or guest of the household or there is another serious lease violation. The consent judgment will require only that PAHA prove violation of the agreement, not subsequent lease violations or criminal conduct.
2. In some cases, PAHA may require letters, affidavits or agreements from residents in lieu of termination of tenancy.
3. In some very minor cases, the PAHA may issue a written warning in the form of a legal notice to cease.

Consideration of alternate sanctions will not be made if the criminal act is committed by the head of household or spouse while on the premises.

F. Notice and Dissemination

1. PAHA must ensure that all residents know and understand this "One Strike" lease amendment. PAHA will provide copies of this section initially to all current tenants.
2. Every applicant will receive a copy of the "One Strike Policy" lease section. They will be advised to review the section. PAHA staff will ensure that prospective residents understand the terms of the policy prior to admission.
3. The section will be provided to tenants for review in accordance with HUD requirements.

G. Protecting Resident Due Process Rights

1. Tenants shall be entitled to written notice of determination to terminate tenancy. In accordance with the notice provisions described in Section 10 of the dwelling lease. A reasonable time shall be not less than five days or more than 30 days as determined by the exigency of the situation.
2. The PAHA has a clear responsibility to protect the health and safety of all residents and will take appropriate action to do so. Any pattern of violent or criminal activity will be construed to be a threat to the safety of other residents.
3. Prior to a Court Hearing, the Tenant will have a right to review any relevant documents, regulations, or records directly related to the termination and eviction.
4. The policy will be posted in appropriate PAHA offices. PAHA will, in addition to measures listed under Notice and Dissemination make copies available on request.

24. Community Service Requirement:

ALL adult household members are required to contribute 8 hours per month of community service within the community in which the adult resides or to participate in an economic self-sufficiency program for 8 hours per month. The eight hours of service may also be combined community service and self-sufficiency activities.

The following residents are exempt from this requirement:

- a) age 62 years of age or older.
- b) is a blind or disabled individual as defined under section 216 (i) (1); 1382 (c) of the Social Security Act, or is a primary caretaker of such individual;
- c) is engaged in a work activity as defined in section 407 (d) of the Social Security Act (42.U.S.C. 607 (d));
- d) meets the requirements for being exempted from having to engage in a work activity under the New Jersey program funded under part A of Title IV of the Social Security Act or under any other welfare program of New Jersey State including New Jersey administered welfare to work programs;
- e) is receiving assistance under a New Jersey program funded under Part A of title IV of the Social Security Act (42 U.S.C 601 et seq.) or under any other Welfare program of New Jersey including welfare to work program and is not in noncompliance with such program.

An exception to the requirement must be verified by the landlord.

On a monthly basis, non-exempt family members must present a completed documentation form of activities performed to comply with community service requirements.

At least thirty days before the annual reexamination and/or lease expiration, the landlord must begin reviewing the exempt or non-exempt status and compliance of family members. If the landlord finds a family member to be noncompliant, the landlord must enter into an agreement with the

noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period. If, at the next annual re-examination, the family member still is not compliant, the landlord will not renew the lease and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit. The landlord must be able to verify by third party the new address of the family member who vacates due to non compliance with community service requirements.

IN WITNESS WHEREOF, the parties have executed this lease Agreement this _____ day of _____, 20____, at Perth Amboy, New Jersey.

Housing Authority/ City of Perth

Amboy

Tenant (Head of Household): _____

_____ By: _____

Spouse: _____ Title: _____

DISCLOSURE AGREEMENT

We, the undersigned, acknowledge all terms and conditions of the Perth Amboy Housing Authority Dwelling Lease, as explained above.

Head of Household: _____ Date: _____

Spouse: _____ Date: _____

Adult Member: _____ Date: _____

Adult Member: _____ Date: _____

Adult Member: _____ Date: _____

Adult Member: _____ Date: _____

Attachment A

APPENDIX A TO THE DWELLING LEASE

Labor charges for maintenance work that is not normal wear and tear and for non-emergency maintenance requests responded to after regular hours (8:00 a.m. - 4:00 p.m. week days)

Hourly Rate for Maintenance Repair during Regular Hours \$20.00

Hourly Rate for Maintenance Repair other than
8:00 a.m. - 4:00 p.m. week days (Time and One-Half) \$30.00

Any item not specifically mentioned in this section will be charged according to time and material (T/M) including charges to clean up garbage, debris, or feces, left outside or inside the apartment.

There will be a minimum charge of \$20.00 for each smoke detector or carbon dioxide found to be broken, disabled or removed by the tenant.

OTHER CHARGES TO TENANTS:

LOCKS

Replace bathroom or bedroom door lock	\$ 25.00
Replace Quick-Set entrance lock or deadbolt	33.00
Replace Quick-Set strike plate	3.00
Replace Best core with 2 keys (knob lock or deadlock)	30.00
Replace Best cylinder and core (knob lock or deadlock)	58.00
Replace Best Mortise lock complete	185.00
Replace Best strike plate	7.00
New keys for Best locks (pair)	5.00
Replace Best mailbox lock complete with core and keys	28.00
All other charges time and material.	

WINDOW, SCREENS, AND STORM DOORS

Windows (Plexiglass)

(A) Living Room	\$30.00	\$45.00
(B) Kitchen	30.00 30.00	
(C) Bedroom	30.00	30.00
(D) Bathroom	30.00	35.00
(E) Main Door	panel 15.00	15.00
(F) Storm Door (Top & Bottom)	60.00	60.00
(G) Storm Door (One Pane)	32.00	32.00

Screens All screens either project, living room, kitchen, bedroom, bathroom, main door or storm door:

Attachment A

	With Insert - front & rear		\$18.00
	Without Insert - front		57.00
Storm Doors			
	Repaired.....	Materials plus	\$ 20.00
	Replaced.....		190.00

DOORS

Entry Main Doors		\$300.00
Replace one wood interior door with hardware	90.00	

APPLIANCES

Repair: Cost of parts by appliance company plus hourly rate for maintenance time.

Replacement: The actual cost to the Authority by the company.

20" gas range	\$272.00
20" gas range w/electric ignition	\$296.00
24" electric range	\$341.00
30" gas range	\$251.00
Refrigerator	\$378.00

ACCESS

Gaining access to apartment due to loss of key or any other cause...

During regular working hours	\$20.00
After working hours	30.00
Additional keys	5.00

AIR CONDITIONERS, EXTRA REFRIGERATOR OR REFRIGERATOR/FREEZER

Each Air Conditioner Per Year	\$65.00	
Extra Refrigerator or Refrigerator/Freezer Per Year		65.00

Attachment A

There are many services requested by tenants, which are not the responsibility of the Housing Authority to provide. The Housing Authority may provide these services at the hourly rate if maintenance resources are available at the time of the request. The tenant will be advised of the charge in advance.

PARTS

1.	Toilet Bowl - Broken or Cracked		\$60.00
2.	Toilet Tank - Broken or Cracked		60.00
3.	Medicine Cabinet - Broken or Cracked	40.00	
4.	Medicine Cabinet - Replacement of mirror	15.00	
5.	Electric Light Fixture - Replacement or Repair	T/M	
6.	Door Handles - Replacement or repair inside door		T/M
7.	Blocked Toilet	25.00	
8.	Blocked Toilet - Removal of Bowl		50.00
9.	Blocked Sink		20.00
10.	Kitchen Cabinets - Repair or Replace	T/M	
11.	Kitchen Cabinets - Door - Repair or Replace	T/M	
12.	Any missing fixtures, electrical or plumbing	T/M	
13.	Air Conditioners - Flat fee per year per A/C		65.00
14.	Excess of one refrigerator or refrigerator/freezer combination, each per year.		65.00
15.	Toilet Seat		20.00
16.	Bathroom Faucets (Single)		T/M
17.	Bathroom Faucets		T/M
18.	Radiator Knobs		5.00
19.	Kitchen Faucets		T/M
20.	Wall outlets or switches		T/M
21.	Kitchen Floor Tile Installed (each tile)	12x12 + \$3.70	3.70/2.00
22.	Bedroom Floor Tile Installed (each tile)	9x9 = \$2.00	3.70/2.00
23.	Living Room Floor Tile Installed (each tile)	3.70/2.00	
24.	Bathroom Floor Tile Installed (each tile)		3.70/2.00
25.	Shower Head, all projects		15.00
26.	Shower Rod Installed	28.00	
27.	Shower control	T/M	

T/M - Time and Material

Billing will only be for work other than normal wear and tear.

Attachment A

Appendix B to the Dwelling Lease

PET POLICY

(Dunlap Homes, Otlowski Gardens, Dzema Gardens, Sofield Gardens)

I. Preamble

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new section 31 to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of Public Housing. This policy is intended to implement this requirement.

II. Rights of Residents to Have Pets

Residents have the right to keep pets in accordance with HUD regulations at 24 CFR Part 960, Subpart G; New Jersey State Law; City of Perth Amboy applicable ordinances; and Perth Amboy Housing Authority policies. Residents found in non-compliance of these requirements will be required to come into compliance, give up their pet(s), or be subject to eviction. Residents are responsible for educating them selves in regard to municipal and state laws.

III. Common Household Pets

- A. Domesticated dogs not exceeding 25 pounds in weight and 20 inches in height. Dogs must meet both weight and height restrictions.
- B. Domesticated cats.
- C. Fish in approved tank not exceeding 20 gallons.
- D. Domesticated, caged, small birds not exceeding 12 inches in approved cage.
- E. Other domestic pets kept in approved cage such as gerbils, hamsters, guinea pigs, rabbits, and turtles.
- F. Exotic and livestock animals will not be permitted. Examples are snakes, chickens, roosters, and pigs.

IV. Limitations on the number/type of animals based on unit size.

1-2 bedrooms- one dog OR one cat as described in III A. and B. above AND one fish tank or one caged bird or one other small pet as described in III E. above.

3-5 bedroom- one dog AND one cat as described in III A. and B. above AND one fish tank or one caged bird or one other small pet as described in III E. above.

V. Non-Refundable Pet Fee

Residents with pets are required to pay a non-refundable pet fee as follows:

Dogs -	\$30.00
Cats -	\$20.00
Other pets -	\$10.00

Attachment A

VI. Pet Application Registration

Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit at the administrative offices

VII. Pet Permit

Prior to placing a pet into residency in any Housing Authority administered housing tenant must file an application for a Pet Permit and a picture of a the pet. A Pet Permit will be issued after all initial conditions of this policy have been met. Existing pets will be grand fathered in to this policy provided the resident reports the pet at the time of their next re-exam and provides a picture of the pet (s), which is immediately after the date this policy is enacted.

If tenant fails to register existing pet and provide a picture at this time the Housing Authority will treat pet, as being a new pet and all conditions of this policy will apply.

VIII. Conditions for Issuance of Pet Permit

- A. Tenant must submit an application for a pet permit and a picture of the pet at the administrative office. This document will be reviewed to ensure the size and type of pet conforms to Section III of this policy.
- B. Once the application for a pet permit is approved, applicant must file a certificate of Municipal Registration of the pet in accordance with local ordinance, including animals that are classified as vicious dogs in accordance with applicable municipal ordinances.
- C. Applicant must file evidence in the form of an acceptable certificate that pet is in good health and has been inoculated for distemper and rabies and that said inoculation is current. (Applies to dogs and cats.) Example of accepted proof is statement from a N.J. State Licensed Veterinarian stating animal is free of all related diseases.
- D. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules
- E. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Interim Pet Policy and agrees to amend the lease accordingly.
- F. Applicant must file, as part of the application process, a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency and which will empower the Housing Manager to transfer pet care responsibility to an approved friend or relative of the applicant off the premises of the project as set forth in the "Pet Emergency Care Plan".
- G. Applicant must display a "beware of dog" sticker in the front and back windows of the apartment if a dog is on premises. The Housing Authority will supply the sticker.

IX. Pet Management Plan

- A. Pets to be confined to apartment unless on a leash when transitting.
- B. Pets shall not be allowed in common areas of buildings. Pets will be allowed in common areas of the grounds only if leashed.
- C. In the event that the tenant leaves the building in an emergency, pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure of said tenant.
- D. Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from building daily by:
 - 1. Placing cat litter waste into bags and into garbage receptacles.
 - 2. Placing dogs on leash and taking dog off premises to relieve itself. Tenant is responsible for removing pet waste from common areas and grounds. Failure to do so will result in a \$20.00 charge for residents of Dunlap, Delaney and Otlowski Gardens.

Attachment A

Note: Tenants are not to store pet waste in their apartment or flush pet waste with “kitty litter” down the toilet, sinks, or bathtubs.

3. Tenant pet owner must clean up pet residue (odor, hair, seeds, feather, water) daily. Apartment must be kept clean and free of odors at all times.
4. Tenant pet owner must prevent pet from damaging property (within apartment, common areas, grounds or personal property of others).
5. Tenant agrees to manage pet in such a way it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
6. Tenant must certify that pet is not pregnant and has been spayed (if female) or neutered (if male). If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age (usually six months old) for being spayed or neutered and to provide the management with certification of the procedure.

X. Pet Control

Tenant must keep pet in arms (if a cat) or on a leash in public while transiting in building or on grounds.

XI. Pet Waste

Tenants who do not clean up after their pets will be charged \$20.00 at Dunlap, Delaney and Otlowski per occurrence if Housing Authority staff must clean up waste.

XII. Inspection of Apartment

Tenant agrees, as a condition of accepting the Pet Permit, that tenant’s apartment will be available for inspection as in accordance with the lease agreement.

XIII. Petition of Removal

Upon petition by two (2) or more neighboring residents alleging complaint against the pet owner for non-compliance of Pet Policy, tenant agrees to a hearing on said infraction by a representative of the Housing Authority and to abide by determination of said hearing including removal of pet within 72 hours if removal of pet is the decision at the hearing. Final determination will be made by the Board of Commissioners in event tenant wishes to appeal.

XIV. Damages

Damages caused by pet as determined by inspection shall be repaired/replaced by management at full repair/replacement cost at time of discovery of damage. Tenant will be billed for full repair cost at time of repair.

XV. Revocation of Pet Permit

- A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

Attachment A

1. Upon death of pet.
 2. Upon permanent removal of pet from the project.
- B.** Upon determination by management of project, the following conditions may be considered cause for revocation:
1. Pet has caused damage to apartment, common areas, personal property or persons.
 2. Pet has bitten, scratched or caused injury to any person.
 3. Pet makes animal sounds that are generally annoying to tenants and management. For example: barking dog, or loud meowing cat or sounds from birds.
 4. Pet defecates or urinates in apartment common areas, or grounds and is not cleaned up immediately and /or becomes repetitive in this behavior.
 5. Pet is found out of control:
 - a. Dog off leash
 - b. Cat running loose
 - c. Bird not caged
 6. Upon expiration of municipal animal license is not renewed within 7 days.
 7. Upon expiration of inoculation unless current inoculation status is recertified.
 8. Upon any determination by the Housing Authority that pet is a danger and hazard to the health and safety of tenants, management and guests of project. If tenant disagrees with determination a request for a Grievance Hearing may be made within 7 days of determination.

XVI. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, Off the premises, of pets in the event of death of pet.

Tenant Signature

Date

Attachment A

Appendix B to the Dwelling Lease

PET POLICY

(Hansen and Stack Apartments)

I. Preamble

Section 227 of the Housing and Urban Renewal Recovery Act of 1983, effective November 30, 1983, provides for the ownership of pets in federally assisted rental housing built exclusively for occupancy by elderly and handicapped persons. The policy is intended to meet the needs of management, non-pet owning tenants, and pet owning tenants.

II. Common Household Pets

- G. Domesticated dogs not exceeding 25 pounds in weight and 20 inches in height. Dogs must meet both weight and height restrictions.
- H. Domesticated cats.
- I. Fish in approved tank not exceeding 20 gallons.
- J. Domesticated, caged, small birds not exceeding 12 inches in approved cage.
- K. Other domestic pets kept in approved cage such as gerbils, hamsters, guinea pigs, rabbits, and turtles.
- L. Exotic and livestock animals will not be permitted. Examples are snakes, chickens, roosters, and pigs.

III. Limitations on the number/type of animals based on unit size.

One dog OR one cat as described in II A. and B. above AND one fish tank or one caged bird or one other small pet as described in II E. above.

IV. Pet Application Registration

Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit at the administrative offices

Pet Permit

Prior to placing a pet into residency in any Housing Authority administered housing tenant must file an application for a Pet Permit and a picture of the pet. A Pet Permit will be issued after all initial conditions of this policy have been met.

VI. Conditions for Issuance of Pet Permit

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Attachment A

- H. Tenant must submit an application for a pet permit and a picture of the pet at the administrative office. This document will be reviewed to ensure the size and type of pet conforms to Section II of this policy.
- I. Once the application for a pet permit is approved, applicant must file a certificate of Municipal Registration of the pet in accordance with local ordinance, including animals that are classified as vicious dogs in accordance with applicable municipal ordinances.
- J. Applicant must file evidence in the form of an acceptable certificate that pet is in good health and has been inoculated for distemper and rabies and that said inoculation is current. (Applies to dogs and cats.) Example of accepted proof is statement from a N.J. State Licensed Veterinarian stating animal is free of all related diseases.
- K. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- L. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of equal to the higher of one-month total tenant payment or \$100.00 for each cat or dog. Said security deposit will be applied to damages caused by the pet upon tenant vacating apartment together with assessment to tenant for any deficiency in the amount of the deposit as applied to specific damages.
- M. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- N. Applicant must file, as part of the application process, a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency and which will empower the Housing Manager to transfer pet care responsibility to an approved friend or relative of the applicant off the premises of the project as set forth in the "Pet Emergency Care Plan".

VII. Pet Management Plan

- E. Pets to be confined to apartment unless on a leash when transiting.
- F. Pets shall not be allowed in common areas of buildings. Pets will be allowed in common areas of the grounds only if leashed.
- G. In the event that the tenant leaves the building in an emergency, pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure of said tenant.
- H. Tenant acknowledges responsibility for the cleanliness of pet and removal of pet waste from building daily by:
 - 1. Placing cat litter waste into bags and into garbage receptacles.
 - 2. Placing dogs on leash and taking dog off premises to relieve itself. Tenant is responsible for removing pet waste from common areas and grounds. Failure to do so will result in a \$5.00 charge for residents of Hansen and Stack Apartments.
Note: Tenants are not to store pet waste in their apartment or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.
 - 3. Tenant pet owner must clean up pet residue (odor, hair, seeds, feather, water) daily. Apartment must be kept clean and free of odors at all times.
 - 4. Tenant pet owner must prevent pet from damaging property (within apartment, common areas, grounds or personal property of others).
 - 5. Tenant agrees to manage pet in such a way it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
 - 6. Tenant must certify that pet is not pregnant and has been spayed (if female) or neutered (if male). If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age (usually six months) for being spayed or neutered and to provide the management with certification of the procedure.

VIII. Pet Control

Tenant must keep pet in arms (if a cat) or on a leash in public while transiting in building or on grounds.

Attachment A

IX. Pet Waste

Tenants who do not clean up after their pets will be charged \$5.00 at Hansen and Stack Apartments per occurrence if Housing Authority staff must clean up waste.

X. Inspection of Apartment

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's apartment will be available for inspection as in accordance with the lease agreement.

XI. Petition of Removal

Upon petition by two (2) or more neighboring residents alleging complaint against the pet owner for non-compliance of Pet Policy, tenant agrees to a hearing on said infraction by a representative of the Housing Authority and to abide by determination of said hearing including removal of pet within 72 hours if removal of pet is the decision at the hearing. Final determination will be made by the Board of Commissioners in event tenant wishes to appeal.

XII. Damages

Damages caused by pet as determined by inspection shall be repaired/replaced by management at full repair/replacement cost at time of discovery of damage. Tenant will be billed for full repair cost at time of repair.

XIII. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

3. Upon death of pet.
4. Upon permanent removal of pet from the project.

C. Upon determination by management of project, the following conditions may be considered cause for revocation:

1. Pet has caused damage to apartment, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants and management. For example: barking dog, or loud meowing cat or sounds from birds.
4. Pet defecates or urinates in apartment common areas, or grounds and is not cleaned up immediately and /or becomes repetitive in this behavior.
5. Pet is found out of control:
 - a. Dog off leash
 - b. Cat running loose
 - c. Bird not caged

Attachment A

6. Upon expiration of municipal animal license is not renewed within 7 days.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. Upon any determination by the Housing Authority that pet is a danger and hazard to the health and safety of tenants, management and guests of project. If tenant disagrees with determination a request for a Grievance Hearing may be made within 7 days of determination.

XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, Off the premises, of pets in the event of death of pet.

Tenant Signature

Date

Attachment A

PET PERMIT

1. The parties of the permit are the Housing Authority of the City of Perth Amboy, referred to as the Management, and _____ referred to as the Tenant. The management leases to the tenant unit # _____ located at _____.
2. The term of this permit shall begin on _____ and end as per the Pet policy.
3. The tenant agrees to file a copy of any Municipal Registration or license with the Management and to keep same current.
4. The tenant agrees to keep the pet properly inoculated for rabies and distemper, and to file proof that such inoculation or vaccinations are current.
5. The tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by tenant, and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
6. The tenant has read and understands the Pet Policy and agrees to amend the Lease accordingly.
7. The tenant agrees that the Pet Policy is part of the Lease and this permit.
8. The tenant agrees to file a "Pet Emergency Care Plan" with the Management and agrees to hold the Management and employees harmless of any liability in connection with the Pet Emergency Care Plan.
9. The tenant agrees to pay for any and all costs for the care of the pet in a pet care facility, if it becomes necessary, in the event of an emergency.
10. The tenant agrees to any reasonable changes the in the Pet Management Rules that may occur in the future.
11. The tenant agrees to make the apartment available for inspection during normal working hours, as set forth in the Lease Agreement.
12. The tenant agrees to have pet use outside relief if pet is a dog or cat, or cats may use approved kitty litter in apartment. Tenant further agrees to clean up as the result of "accidents" by the pet.
13. Tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting bag in trash DAILY.
14. Description of Pet _____
15. Pet Emergency Plan _____

Tenant understands that this permit may be revoked if it is found the tenant misrepresented the characteristics of the pet, and the pet characteristics are not in accordance with section II of policy. The tenant also understands the Housing Authority is not responsible for the actions, of the pet and that the tenant is fully responsible for the pet's actions.

As a condition of application for a Pet Permit on _____ I, _____ understand and agree to the terms and conditions of the Pet Policy.

Housing Authority Representative

Tenant

Date

Date

Attachment A

Appendix C to the Dwelling Lease Window Guards

You are hereby notified that the Authority is required by law to provide, install and maintain window guards in the apartment of any tenant who has a child or children 10 years of age or younger living in the apartment and makes a written request to the Authority that the window guards be installed.

The above does not apply to any lease of a first floor unit.

I hereby request installation of window guards.

SIGNATURE

DATE

I hereby acknowledge receipt of this notice and decline installation of windows guards.

SIGNATURE

DATE

WORK ORDER No. _____

Attachment A

APPENDIX D TO THE DWELLING LEASE 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. 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.
- (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.

(c) Housekeeping Standards : Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: Should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen—

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) 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 sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom—

- (1) Toilet and tank: should be clean and odor free.
- (2) 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.
- (3) Lavatory: should be clean

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- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas—

- (1) Line closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards including snow and ice.
- (3) Steps (front and rear): should be clean, and free of hazards including snow and ice.
- (4) Sidewalks: should be clean and free of hazards including snow and ice.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot and driveways: should be free of abandoned cars. There should be no car repairs in the lots. Tenants found in violation will be subject to having cars towed from premises at their own expense.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Removed lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

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APPENDIX E TO THE DWELLING LEASE

Good Neighbor Agreement

Dunlap Homes, Otlowski Gardens, Dzema Gardens, and Sofield Gardens

In order to maintain a safe, secure, clean and quiet community environment, to maintain the property in good condition and to ensure the enjoyment of family life for all of the residents, the Housing Authority of the City of Perth Amboy (PAHA) and the Resident agree as follows.

PAHA will enforce the following rules fairly and evenly among all residents.

1. Pools: Plastic pools used in the summertime shall be less than 24" deep and shall have a surface area of no more than 100 square feet. Pools must be drained daily to avoid injury. Never leave children unsupervised in a pool, or leave a filled pool unsupervised. Pools must be drained daily. No spas or hot tubs. (All Sites)
2. Sheds or Other Structures: No sheds, decks or structures of any kind are allowed in the rear or front yards, unless approved by the Authority for accessibility purposes. (All Sites)
3. There are no resident erected fences permitted on Authority property. (All Sites)
4. Starting in the Spring of 2007 there will be no flower or vegetable gardens permitted in the front or rear yards. Residents of Dunlap Homes who currently have gardens should not replant these gardens next Spring. Any Dunlap resident who currently has perennial flowers (the type that bloom every year without replanting) will be permitted to keep them provided the Authority inspector verifies that they are existing at the time this lease is effective. (All Sites)
5. Clotheslines are provided for residents use. Clothes should not be hung out on any other fixture but the clotheslines. (All Sites)
6. Exterior Lights: The exterior lights will come on and off automatically and will be maintained by PAHA. Residents shall notify PAHA when a light is out. (All Sites)
7. No objects of any kind, including antennas, dishes, flagpoles or decorations, shall be mounted on the exterior walls or roof of the building. (All Sites)
8. No objects shall be attached or hung on the fencing. (All Sites)
9. No bird feeders or other attractions for wildlife are permitted for health reasons. Residents are prohibited from feeding birds or animals by placing food on the ground.(All Sites)
10. Residents may not place anything in such fashion that a sidewalk, an areaway or a crawl space entry is obstructed. Nothing shall be kept on the porches if it obstructs access to the unit. Nothing at all may be attached to handrail.(All Sites)
11. Residents are permitted to keep outdoors in the backyard, one outdoor table set and chairs, one grill, one garbage can and one recycling container. Furniture intended for indoor use is not permitted outside. All other belongings should be stored indoors. (All Residents)
12. Resident agrees not to store anything in the crawlspaces. They may not be used for storage. (Dunlap)
13. Resident agrees not to move the splash pads which are located at the bottom of the downspouts. (All Sites)
14. The gates leading to the rear yards shall not be locked, and alleyways between the buildings shall be kept clear to allow PAHA maintenance personnel access for work and utility access to read the meters.(Dzema and Sofield only)the entrance to the driveway shall be kept clear at all times. Vehicles may not be parked in the driveway so as to block access of the public sidewalk, or so that the vehicles are parked on the unpaved portion of the property or are destroying Authority property. (Dzema and Sofield only).
15. Lawn Maintenance and Watering: PAHA has provided for a system to water the lawns. Residents shall not disconnect this system and shall report to PAHA grass or vegetation, which is

Attachment A

- dying. PAHA will provide the lawn mowing service and maintenance of the planting beds. Each unit will have a water connection at the front and rear of the house for the house for the resident's use. Residents must abide by water use restrictions imposed by the City of Perth Amboy, State of NJ, or Federal government.(Dzema and Sofield only)
16. The mechanical room inside the apartment is off limits to the residents. No storage of any kind is allowed in this room per the building codes. (Dzema, Sofield, Otlowski)
 17. All window air conditioning units shall be approved by PAHA prior to installation. (Dzema, Sofield, Otlowski)
 18. Air conditioner units at Dunlap Homes must be 110 volt only. (Dunlap)
 19. Ceiling fans or other devices connected to the house electric shall be installed by PAHA only. Ceiling fans to be installed must be new and in the original box of purchase and be UL approved (All sites)
 20. The house is equipped for either electric or gas clothes or gas clothes dryers. PAHA will not provide the dryer; however, PAHA will make the gas and dryer vent connections. The resident shall call to make an appointment for this work. Resident will clean lint screens and vents as per manufacturer guidelines. (Dzema, Sofield, Otlowski)
 21. Residents are permitted to use propane grills outdoors only, provided all local and state codes are followed. Propane tanks may not be stored indoors. Grills and tanks must be used and stored at least five feet from the building. Grills must not be used or stored on any porch or under any building overhang. Grills need to be attended to at all times. The resident should provide a fire extinguisher to be used for emergency purposes. (All sites)
 22. The house is equipped with a thermostat for heating. The thermostat will be set for 70 degrees. The resident shall make no changes to the thermostat setting. (Dzema, Sofield, Otlowski)
 23. Residents must take care to conserve gas, electric, water, and sewer resources. Residents should not use Authority supplied water to wash vehicles.(All Sites)
 24. Residents must maintain resident and Authority supplied appliances in good working order. (All Sites)
 25. Parking spaces are limited at PAHA properties. The Authority reserves the right to limit the number of cars parked on site per family. At the time of annual recertification, and whenever there is a change in vehicles, families are asked to provide copies of registration and insurance documentation for any cars to be parked on PAHA property on a regular basis, including private driveways and street parking at Dzema and Sofield gardens.(All Sites)

The resident has read and agrees to the above rules. The resident agrees also to ensure that all household members and guest will abide by these rules.

Housing Authority of the City of Perth Amboy

By: _____ By: _____
Douglas G. Dzema, Executive Director Head of Household

Attachment A

APPENDIX F TO THE DWELLING LEASE
Air Conditioners

Date: August 1, 2006

To: Residents, John E. Sofield, Douglas G. Dzema and George J. Otlowski Gardens

From: Douglas G. Dzema, Executive Director

Re: Air Conditioner Units

Air conditioner units have been installed throughout the development in all bedrooms having only one window. This unit may only be used during the cooling season from May 15 through September 30 and only receiving written permission from the Authority to operate the unit. Tenants who operate the units at other times of the year may cause damage to the compressor. Compressor failure is very expensive and the cost to repair or replace the air conditioner unit will be charge to the tenant in the amount of \$400.00. The Housing Authority has installed the air conditioners for the benefit of our residents_ and we ask your cooperation in operating the units as instructed by the Authority.

Residents will be required to pay \$65.00 yearly, for use of each air conditioner, and a \$110.00 deposit to cover misuse or damage to the air conditioner. Tenants that wish to take advantage of this opportunity shall call the Offices of the Housing Authority and make an appointment with Hilda Cardona. Ms. Cardona will explain to the resident what their responsibilities for the operation and maintenance of the air conditioner unit during the cooling season. Any residents that operate the air conditioner without approval by the Housing Authority will be charged for use for the entire season. Residents have the option of using any one or none of the Housing Authority owned air conditioners and will only be charged for the air conditioner if they are used.

Please contact this office to schedule your appointment.

Douglas g. Dzema, PHM
Executive Director

APPENDIX G TO THE DWELLING LEASE
Flat Rent Schedule
Effective October 1, 2006

Zero Bedroom	\$472
One Bedroom	\$525
Two Bedroom	\$714
Three Bedroom	\$890
Four Bedroom	\$1066
Five Bedroom	\$1066

Appendix D
“One Strike” Policy

Housing Authority of the City of Perth Amboy

One Strike and You're Out Policy

The Housing Authority shall screen out and deny admission to any applicant who:

- has any record of disturbance of neighbors destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- has any history of criminal activity on the part of all applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development
- has been evicted from assisted housing within the last three years for drug related criminal activity
- uses illegal controlled substances
- abuses alcohol in a way that would interfere with the health, safety, and right to peaceful enjoyment of other residents

Any tenant who is discovered to have withheld or provided false information on their Application for Admission documents shall be subject to eviction.

I also acknowledge that I have received a copy of the Housing Authority's One Strike Policy.

Signature of Applicant / Head of Household

Date

Signature of Co-Applicant / Spouse

Date

**Appendix E
Deconcentration Policy**

Appendix E

**Deconcentration Policy
December 17, 2002**

The analysis of all household incomes for residents living at Dunlap Homes, Delaney Homes, Otlowski Gardens, Dzema Gardens, and Sofield Gardens is displayed in the tables below. The adjusted average income for all sites is \$15,156.79. Only Otlowski Gardens and Dzema Gardens adjusted average incomes are outside the established income range of 85 to 115% of \$15,156.79.

Otlowski Gardens adjusted average income of \$11,192.18 is below the established income range. The Housing Authority will seek to bring higher income families to this site through admissions and transfers, by giving a preference for admission or transfer to families with incomes at or above 50% of area median income. The skipping of other applicants or families waiting for transfer will be permitted to the extent it fulfills this need.

Dzema Gardens adjusted average income of \$18,244.30 is above the established income range. This is explained by the Authority's intention of placing higher income families at this site so they may purchase their units at some time in the future should the Authority decide to convert the site to homeownership. Also, the adjusted average income at this site is still below 30% of area median income (\$90,000). Because of this, the Authority would not be required to admit lower income families.

**Appendix F
Rent Collection Policy**

Housing Authority of the City of Perth Amboy
Rent Collection Policy
REVISED JANUARY 2006

1. Rent payments are due and payable on or before the first calendar day of each month.
2. Rent payments shall be made in the form of money order or cashier's check. Personal checks will not be accepted unless approved by the Executive Director. If a personal check fails, no further personal checks will be accepted from that tenant. No cash will be accepted except at the discretion of the Director of Staff Operations or Executive Director.
3. A late charge of ten dollars (\$10) shall be assessed all tenants whose rent payments are not received by the close of business on the 7th calendar day of the month for which the rents are due.
4. If the 7th calendar day falls on a Saturday, Sunday, or holiday, late charges will not be assessed until the close of business on the 8th calendar day of the month.
5. Where a tenant fails to pay rent by the close of business on the 7th calendar day of the month (or the 8th of the month as stated in no.4 above), the Authority shall immediately serve written notice on the tenant of the Authority's intent to institute, within fourteen (14) calendar days of such notice, court proceedings for possession of the leased dwelling. At the Authority's discretion it may delay instituting court proceedings if the tenant is expected to pay the rent within a reasonable period.
6. If the tenant is unable to pay the rent by the close of business on the 7th calendar day of the month (or the 8th of the month as stated in no.4 above), the tenant may contact the Director of Staff Operations to request a longer grace period or repayment agreement. If approved, the tenant will still be assessed the late charges but will not be set up for court. If the tenant fails to contact the Director of Staff Operations before court proceedings are instituted, the tenant will be required to pay the rent in full or attend the court appointment when received.
7. Where a longer grace period or repayment agreement has been granted and rent has not been paid by the end of such period, the Authority shall commence with court proceedings and the tenant will not be entitled to any further grace periods or repayment agreements.
8. A tenant against whom court proceedings are instituted will, if the Authority prevails in the court action, be obligated to pay court costs.
9. Payment in full of past due rental charges may be accepted by the Authority at any time prior to the actual court appearance. Upon receipt of such monies the court proceeding shall be terminated. Partial payment will not be accepted. If the tenant pays the rent in full prior to the court date, the tenant will still be obligated to pay court costs if the Authority has already incurred them.
10. All outstanding vacated accounts will be sent to the Authority's designated collection agency.
11. Vacated accounts will be written off every six months.
12. Maintenance charges become due and owing as rent after 60 days. A tenant may contact the Director of Staff Operations to request a repayment agreement. Repayment agreements will be made as follows:
 - A.) Under \$100 must be paid in no less than a three-month period in equal monthly installments.
 - B.) Any amount over \$100 must be paid in full within a six-month period in equal installments.
 - C.) If the above-mentioned schedule of payment is defaulted upon, said charges will become due and payable as rent.

Habitual Late Payments

1. A tenant will be considered to be a habitual late payer if his or her rent paying history fits the following categories:
 - A.) The tenant pays rent only every two months at least four times during a one-year period.
 - B.) The tenant pays rent only after being set up for court at least two times during a one-year period.
 - C.) The tenant defaults in court (fails to appear), or defaults on a court agreed repayment agreement (fails to make scheduled payment (s)).
2. Tenants meeting the conditions of categories A. or B. of this policy will receive a notice to cease for habitual late payments and will be offered credit counseling. Staff will have the discretion not to allow longer grace periods or repayment agreements outside of the court process.
3. If the Authority must set up a tenant for court more than two times within any one year period, the Authority will proceed with eviction for habitual late payments.
4. Regarding category C: after a tenant has an initial default in court, or defaults on a court agreed repayment agreement, the Authority will send a notice to cease, and will offer the tenant credit counseling. Staff will have the discretion not to allow longer grace periods or repayment agreements outside of the court process. If the tenant defaults a second time, the Authority will proceed with eviction for habitual late payments at the same time the warrant is requested.

Repayment of Back Rent

1. For some time, the Authority has been investigating unreported income of tenant household members, and pursuing the collection of back rents from these tenants.
2. HUD is now requiring public housing authorities to use upfront verification methods, and to pursue all back rents or Excess Rental Assistance as the term is applied by HUD. The Authority has instituted an upfront method of verifying tenant household income through an agreement with the NJ Department of Labor. Under this agreement the Authority can access via the internet the income of all tenant household members, and no longer must rely on the information provided by the tenant.
3. The Authority expects the number of cases involving unreported income and back rents to increase dramatically. Therefore, it is necessary to establish a uniform procedure for collecting these back rents.
4. All back rent agreements in effect at the time this policy is enacted will remain as currently agreed unless the tenant defaults on the payments and it is necessary to renegotiate the agreement. If it is necessary to renegotiate the agreement, the procedures in this policy will apply.
5. Any back rent not covered under a signed repayment agreement upon enactment of this policy, will be subject to the procedures in this policy.
6. Unreported income of borders, lodgers, or of those found to be subletting a unit will be subject to this back rent policy; after the Authority has taken steps and successfully proves those individuals reside or resided in the unit.
7. Unreported income from any and all family members listed on the tenant's lease are subject to back rent, even if the tenant claims the family member was not in the household during this time. It is the tenant's responsibility to take the family member off the lease when that person vacates.
8. Unreported income of tenant families paying a flat rent will not be subject to back rent, unless the income belongs to a border, lodger, or other person not listed on the lease; and the presence of that person in the unit would subject the tenant to a higher flat rent. For example, tenant families that require a transfer to a smaller unit pay the flat rent of the unit size they should be in rather than the flat rent for the unit they are actually in. If the presence of a border causes the family to actually still be eligible for the larger unit, than the Authority will retroactively impose the flat rent of the larger unit.
9. Unreported income that would have been subject to an income disallowance will not be subject to back rent. However, the Authority reserves the right to evict the tenant for violating the lease agreement, i.e. for failure to report all household income. Also, the time period for the disallowance to be in effect will be started from the date the tenant began the employment, not the date the income was reported.
10. Any tenant found to have purposely not reported income of any family members more than twice will be subject to eviction for fraud after an investigation by the Authority into the extent of the violation. This investigation will take into consideration the amount of the income, the length of time the family member has received or was receiving the income, and the capacity of the head of household to comply with the lease agreement.

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11. Repayment agreements will be made so that the tenant family must pay a monthly repayment amount equal to between 5 and 10 percent of their current adjusted income, for a total monthly rental payment not to exceed between 35 and 40 percent of adjusted income. This method is implemented for several reasons:
 - A. HUD regulations currently allow section 8 participants to pay up to 40 percent of their income for rent. Therefore, HUD must view this percentage as not being an unnecessary burden on participants.
 - B. The Authority also feels this is a reasonable repayment amount and will not unnecessarily burden the family. If a family continues to violate the lease agreement by not reporting income, the Authority will pursue eviction as stated in no. 10 above.
 - C. Repayment agreements will be equitable in that all families will pay repayment agreements as a percentage of their incomes.
 - D. If a tenant family is currently paying less than 30 percent of adjusted income for rent due to income disallowances, the amount of the monthly repayment amount will be adjusted so that the total monthly rental amount (regular plus repayment) is equal to between 35 and 40 percent of adjusted income.
 - E. The amount of the repayment agreement will be established based on the circumstances surrounding the tenant's failure to report the income, the tenant's ability to make the monthly payments, and the total amount to be repaid.

12. If a tenant family refuses to enter into the repayment agreement, or fails to make two monthly back rent payments, the Authority will move to institute court proceedings against the family and will request the total amount owed be paid in full.

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	52,000			
	Management Improvements Hard Costs				
4	1410 Administration	90,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	12,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000			
10	1460 Dwelling Structures	781,346			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
20	Debt Service	214,654			
	Amount of Annual Grant: (sum of lines 1-20)	1,200,000			
	Amount of line XX Related to LBP Activities	30,000			
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs	40,000			
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	649,346			
	Collateralization Expenses or Debt Service	214,654			

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision #1	Obligated	Expended	
PHA-Wide	Security Guards		1408		40,000				
Management	Resident Business Development Program		1408		6,000				
Improvements	PHA Staff Training		1408		6,000				
PHA-Wide	Nontechnical Salaries		1410.1		15,000				
Administration	Technical Salaries		1410.2		55,000				
	Legal Expense		1410.4		2,000				
	Employee Benefit Contributions		1410.9		15,000				
	Printing Costs		1410.12		1,000				
	Advertising Costs		1410.19		2,000				
PHA-Wide	Apartment Renovations		1460		113,000				
Physical Improvements	Boiler Repairs		1460		12,346				
Debt Service					214,654				

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original		Obligated	Expended	
NJ 6-1	A/E Services for Windows and Façade Restoration		1430		12,000				
Dunlap Homes	Replace Steam and Hot Water Piping		1450		35,000				
	Site Improvements		1450		15,000				
	Lead-Based Paint Abatement		1460		30,000				
	Window Replacement and Façade Restoration Building "J"		1460		140,000				
	Replace Central Boiler Plant with Separate Building Boilers and Hot Water Heaters		1460		450,000				
NJ 6-4	Replace Apartment Entry Doors		1460		36,000				
Stack Apartments									

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program No: NJ39-P006-50107 Replacement Housing Factor No:				Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Management Improvements	6/30/2009			6/30/2011			
PHA-Wide Physical Improvements	6/30/2009			6/30/2011			
NJ 6-1 Dunlap Homes	6/30/2009			6/30/2011			
NJ 6-4 Stack Apartments	6/30/2009			6/30/2011			

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50207		Federal FY of Grant: 2007	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	500,000			
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	500,000			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50207				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
						Obligated	Expended	
PHA-Wide Development	Revitalization of the former Middlesex County Vocational & Technical High School building as a Senior Enhanced Living Facility through a mixed- finance development.		1499		500,000			

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: NJ39-R006-50207			Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Development	6/30/2009			6/30/2011			

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	113,500	46,000	46,000	0
	Management Improvements Hard Costs				
4	1410 Administration	90,000	90,000	90,000	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	47,220	0		
8	1440 Site Acquisition				
9	1450 Site Improvement	60,000	60,000	0	0
10	1460 Dwelling Structures	609,344	724,064	657,063	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
20	Debt Service	217,441	217,441	217,441	0
	Amount of Annual Grant: (sum of lines 1-20)	1,137,505	1,137,505	1,010,504	0
	Amount of line XX Related to LBP Activities	60,000	60,000	0	0
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security -Soft Costs	40,000	40,000	40,000	0
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	596,564	596,564	549,563	0
	Collateralization Expenses or Debt Service	217,441	217,441	217,441	0

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision #1	Obligated	Expended	
PHA-Wide	Security Guards		1408		40,000	40,000	40,000	0	
Management	Youth Painter Apprenticeship Program		1408		67,500	0	0	0	
Improvements	PHA Staff Training		1408		6,000	6,000	6,000	0	
PHA-Wide	Nontechnical Salaries		1410.1		15,000	15,000	15,000	0	
Administration	Technical Salaries		1410.2		55,000	55,000	55,000	0	
	Legal Expense		1410.4		2,000	2,000	2,000	0	
	Employee Benefit Contributions		1410.9		15,000	15,000	15,000	0	
	Printing Costs		1410.12		1,000	1,000	1,000	0	
	Advertising Costs		1410.19		2,000	2,000	2,000	0	
PHA-Wide	Apartment Painting		1460		40,000	107,500	107,500	0	
Physical Improvements									
Debt Service					217,441	217,441	217,441	0	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original		Obligated	Expended	
NJ 6-1	A/E Services for Heating Decentralization		1430		47,220	0	0	0	
Dunlap Homes	Replace Steam and Hot Water Piping		1450		40,000	40,000	0	0	
	Site Improvements		1450		20,000	20,000	0	0	
	Lead-Based Paint Abatement		1460		60,000	60,000	0	0	
	Replace Central Boiler Plant with		1460		509,344	0	0		
	Building Boilers								
	Window Replacement and Façade Restoration		1460		0	556,564	549,563	0	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program No: NJ39-P006-50106 Replacement Housing Factor No:			Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Management Improvements	5/31/2008	7/17/2008		5/31/2009	7/17/2010		
PHA-Wide Physical Improvements	5/31/2008	7/17/2008		5/31/2009	7/17/2010		
NJ 6-1 Dunlap Homes	5/31/2008	7/17/2008		5/31/2009	7/17/2010		
NJ 6-5 Hansen Apartments	5/31/2008	7/17/2008		5/31/2009	7/17/2010		

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50206		Federal FY of Grant: 2006	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	451,618		0	0
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	451,618		0	0
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security --Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50206				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
						Obligated	Expended	
PHA-Wide Development	Revitalization of the former Middlesex County Vocational & Technical High School building as a Senior Enhanced Living Facility through a mixed- finance development.		1499		451,618		0	0

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Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	120,000	40,000	40,000	0
	Management Improvements Hard Costs				
4	1410 Administration	90,000	90,000	90,000	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	42,500	79,267	79,267	11,262
8	1440 Site Acquisition				
9	1450 Site Improvement	60,000	96,049	96,049	42,799
10	1460 Dwelling Structures	666,477	673,661	673,661	69,776
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
20	Debt Service	214,990	214,990	214,990	105,362
	Amount of Annual Grant: (sum of lines 1-20)	1,193,967	1,193,967	1,193,967	229,199
	Amount of line XX Related to LBP Activities	60,000	8,348	8,348	6,193
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs	40,000	40,000	40,000	0
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	648,977	673,708	673,708	64,358
	Collateralization Expenses or Debt Service	214,990	214,990	214,990	105,362

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision #1	Obligated	Expended	
PHA-Wide	Security Guards		1408		40,000	40,000	40,000	0	
Management	Youth Painter Apprenticeship Program		1408		68,000	0	0	0	
Improvements	Resident Business Development Program		1408		6,000	0	0	0	
	PHA Staff Training		1408		6,000	0	0	0	
PHA-Wide	Nontechnical Salaries		1410.1		15,000	15,000	15,000	0	
Administration	Technical Salaries		1410.2		55,000	55,000	55,000	0	
	Legal Expense		1410.4		2,000	2,000	2,000	0	
	Employee Benefit Contributions		1410.9		15,000	15,000	15,000	0	
	Printing Costs		1410.12		1,000	1,000	1,000	0	
	Advertising Costs		1410.19		2,000	2,000	2,000	0	
PHA-Wide	A/E for Boiler Repairs		1430		0	330	330	60	
Physical Improvements	Apartment Renovations		1460		40,000	108,000	108,000		
	Boiler Repairs		1460		0	1,790	1,790	1,790	
Debt Service					214,990	214,990	214,990	105,362	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original		Obligated	Expended	
NJ 6-1	A/E Services for Windows and Facades		1430		30,000	18,108	18,108	0	
Dunlap Homes	A/E Services for Heating Conversion		1430		0	53,865	53,865	4,238	
	Replace Steam and Hot Water Piping		1450		40,000	53,250	53,250	0	
	Site Improvements		1450		20,000	41,229	41,229	41,229	
	Lead-Based Paint Abatement		1460		60,000	8,348	8,348	6,193	
	Replace Windows and Restore Bldg. Facades		1460		398,977	163,707	163,707	58,270	
	Emergency Roof Repairs		1460		0	780	780	780	
	Flooring Replacement		1460		0	5,098	5,098	1,143	
	Install Hot Water Heating Systems		1460		0	141,299	141,299	0	
NJ 6-4	Façade Renovation		1460		0	1,600	1,600	1,600	
Stack Apartments	Flooring		1460		0	1,680	1,680	0	
NJ 6-5	A/E Services for Heating Valves and Controls		1430		12,500	0	0	0	
Hansen Apartments	A/E Services for Generator Replacement		1430		0	6,964	6,964	6,964	
	Site Improvements		1450		0	1,570	1,570	1,570	
	Replace Heating Valves and Controls		1460		167,500	0	0	0	
	Replace Boilers		1460		0	241,359	241,359	0	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule								
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program No: NJ39-P006-50105 Replacement Housing Factor No:				Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
PHA-Wide Management Improvements	5/31/2007	8/17/2007	9/30/2006	5/31/2008	8/18/2009			
PHA-Wide Physical Improvements	5/31/2007	8/17/2007	9/30/2006	5/31/2008	8/17//2009			
NJ 6-1 Dunlap Homes	5/31/2007	8/17/2007	9/30/2006	5/31/2008	8/17/2009			
NJ 6-4 Stack Apartments	-	8/17/2007	9/30/2006	-	8/17/2009			
NJ 6-5 Hansen Apartments	5/31/2007	8/17/2007	9/30/2006	5/31/2008	8/17/2009			

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50205		Federal FY of Grant: 2005	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 09/30/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	503,008		503,008	0
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	503,008		503,008	0
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security—Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50205				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
						Obligated	Expended	
PHA-Wide Development	Revitalization of the former Middlesex County Vocational & Technical High School as a Senior Enhanced Living Facility through a mixed-finance development.		1499		503,008	503,308	0	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)							
Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: NJ39-R006-50205			Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Development	5/31/2007	8/17/2007	9/30/2005	5/31/2008	8/17/2009		

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Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies X Revised Annual Statement (revision no: 2)					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 09/30/2006 <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	120,000	75,932	75,932	75,932
	Management Improvements Hard Costs				
4	1410 Administration	90,000	89,000	89,000	89,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	37,500	138,310	138,310	138,310
8	1440 Site Acquisition				
9	1450 Site Improvement	120,000	76,791	76,791	76,791
10	1460 Dwelling Structures	473,401	445,741	445,741	445,741
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	0	150,767	150,767	150,767
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
20	1501 Debt Service	280,000	144,360	144,360	144,360
	Amount of Annual Grant: (sum of lines 1-20)	1,120,901	1,120,901	1,201,901	1,201,901
	Amount of line XX Related to LBP Activities	60,000	33,740	33,740	33,740
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security --Soft Costs	40,000	0	0	0
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures	570,000	342,264	342,264	342,264
	Collateralization Expenses or Debt Service	280,000	144,360	144,360	144,360

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision #2	Obligated	Expended	
PHA-Wide	Security Guards		1408		40,000	0	0	0	
Management	Youth Painter Apprenticeship Program		1408		68,000	75,272	75,272	75,272	
Improvements	Resident Business Development Program		1408		6,000	0	0	0	
	PHA Staff Training		1408		6,000	660	660	660	
PHA-Wide	Nontechnical Salaries		1410.1		15,000	15,000	15,000	15,000	
Administration	Technical Salaries		1410.2		55,000	55,000	55,000	55,000	
	Legal Expense		1410.4		2,000	1,000	1,000	1,000	
	Employee Benefit Contributions		1410.9		15,000	15,000	15,000	15,000	
	Printing Costs		1410.12		1,000	1,000	1,000	1,000	
	Advertising Costs		1410.19		2,000	2,000	2,000	2,000	
PHA-Wide	A/E for Boilers		1430		0	21,285	21,285	21,285	
Physical Improvements	A/E Services for Office Renovations		1430		0	7,450	7,450	7,450	
	A/E Services for Elevators		1430		0	3,015	3,015	3,015	
	Physical Needs Assessment & Energy Audit		1430		0	16,200	16,200	16,200	
	Boiler Repairs		1460		0	30,201	30,201	30,201	
	Electric Repairs		1460		0	21,075	21,075	21,075	
	Office Renovations		1470		0	150,767	150,767	150,767	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision	Obligated	Expended	
NJ 6-1	A/E Services for Windows and Facades		1430		25,000	29,223	29,223	29,223	
Dunlap Homes	ASCM Services related to Window Replacement		1430		0	7,900	7,900	7,900	
	Replace Steam and Hot Water Piping		1450		40,000	10,313	10,313	10,313	
	Site Improvements		1450		20,000	46,186	46,186	46,186	
	Replace Gas Service Lines to Buildings		1450		60,000	1,948	1,948	1,948	
	Lead-Based Paint Abatement		1460		60,000	33,740	33,740	33,740	
	Replace Windows and Restore Bldg. Facades		1460		205,901	17,751	17,751	17,751	
	Emergency Piping Repairs		1460		0	1,543	1,543	1,543	
	Replace Flooring		1460		0	2,043	2,043	2,043	
	Repair Roofs		1460		0	6,059	6,059	6,059	
NJ 6-2	A/E Services for UST Closure		1430		0	67	67	67	
Delaney Homes	Replace Steam and Hot Water Piping		1450		0	3,670	3,670	3,670	
	Site Improvements		1450		0	1,703	1,703	1,703	
	Roof Repairs		1460		0	876	876	876	
NJ 6-4	A/E Services for Windows		1430		12,500	19,811	19,811	19,811	
Stack Apartments	A/E for Site Improvements		1430		0	3,887	3,887	3,887	
	Site Improvements		1450		0	3,130	3,130	3,130	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: NJ39-P006-50104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					#1 Original	Revision	Obligated	Expended	
NJ 6-4	Replace Windows		1460		167,500	185,900	185,900	185,900	
Stack Apartments	Upgrade CCTV Security System		1460		0	12,500	12,500	12,500	
(continued)	Emergency Piping Repairs		1460		0	5,224	5,224	5,224	
	Flooring		1460		0	4,140	4,140	4,140	
NJ 6-5	ASCM Services for Asbestos Abatement		1430		0	10,780	10,780	10,780	
Hansen Apartments	A/E Services for Apts. Renovations		1430		0	6,560	6,560	6,560	
	A/E Services for Environmental Remediation		1430		0	12,132	12,132	12,132	
	Site Improvements		1450		0	2,356	2,356	2,356	
	UST Closure		1450		0	1,046	1,046	1,046	
	Asbestos Abatement – 2 nd Floor		1460		0	48,800	48,800	48,800	
	Apt. Renovations		1460		0	44,800	44,800	44,800	
	Upgrade CCTV Security System		1460		0	12,501	12,501	12,501	
	Elevator Repairs		1460		0	5,879	5,879	5,879	
	Plumbing Repairs		1460		0	12,709	12,709	12,709	
NJ6-10, Otlowski Gdn	Site Lighting		1450		0	6,439	6,439	6,439	
Debt Service	Payment for Principal & Interest on HMFA Bonds		1501		240,000	144,360	144,360	144,360	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program No: NJ39-P006-50104 Replacement Housing Factor No:				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Management Improvements	9/30/2006		7/31/2005	9/30/2008		3/31/2006	
						9/30/2006	
PHA-Wide Physical Improvements	9/30/2006		7/31/2005	9/30/2008			
NJ 6-1, Dunlap Homes	9/30/2005		7/31/2005	9/30/2008		9/30/2006	
NJ 6-2, Delaney Homes	-		7/31/2005	-		12/31/2005	
NJ 6-4, Stack Apartments.	9/30/2006		7/31/2005	9/30/2008		9/30/2006	
NJ 6-5, Hansen Apartments	9/30/2006		7/31/2005	9/30/2008		9/30/2006	
NJ 6-10, Otlowski Gardens	-		7/31/2006	-		9/30/2006	
Debt Service Payments	-		-	-		12/31/2005	

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50204		Federal FY of Grant: 2004	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/30/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	521,789		521,789	422,229
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	521,789		521,789	422,229
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security—Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				

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Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages									
PHA Name: Housing Authority of the City of Perth Amboy		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: NJ39-R006-50204					Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
						Obligated	Expended		
PHA-Wide	Revitalization of the former Middlesex County	1499		521,789		521,789	422,229		
Development	Vocational-Technical High School building as a								
Activities	mixed-finance, enhanced living housing facility								
	for elderly and handicapped elderly residents								

Attachment B

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Housing Authority of the City of Perth Amboy			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: NJ39-R006-50204			Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide Development	9/30/2006	6/03/2006	8/31/2005	9/30/2008	6/03/2008		

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Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Housing Authority of the City of Perth Amboy				X Original 5-Year Plan	
				Revision No:	
Development Number/Name/HA-Wide	Year 1 FY2007	Work Statement for Year 2 FFY Grant: PHA FY: 2008	Work Statement for Year 3 FFY Grant: PHA FY: 2009	Work Statement for Year 4 FFY Grant: PHA FY: 2010	Work Statement for Year 5 FFY Grant: PHA FY: 2011
	Annual Statement				
NJ 6-1 Dunlap Homes		632,000	626,000	670,000	670,000
NJ 6-4 Stack Apartments		50,000	50,000	30,000	30,000
NJ 6-5 Hansen Apartments		50,000	50,000	30,000	30,000
PHA-Wide Physical Improvements		120,000	120,000	120,000	120,000
PHA-Wide Management Improvements		46,000	46,000	46,000	45,000
Debt Service		212,000	218,000	214,000	215,000
Administration		90,000	90,000	90,000	90,000
CFP Funds Listed for 5-year planning	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Replacement Housing Factor Funds	500,000	0	0	0	

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Capital Fund Program Five-Year Action Plan							
Part II: Supporting Pages—Work Activities							
Activities for Year 1	Activities for Year : 2008 FFY Grant: NJ39-P006-50108 PHA FY:			Activities for Year: 2009 FFY Grant: NJ39-P006-50109 PHA FY:			
	Development Name/Number	Major Work Categories	Estimated Cost		Development Name/Number	Major Work Categories	Estimated Cost
See	NJ 6-1 Dunlap Homes	Steam & HW Piping	40,000		NJ 6-1 Dunlap Homes	Steam & HW Piping	40,000
Annual		Site Improvements	20,000			Site Improvements	20,000
Statement		LBP Abatement	60,000			LBP Abatement	60,000
		Heating System Mod.	512,000			Heating System Mod.	506,000
	NJ 6-4 Stack Apts.	Upgrade Electric Panels	50,000		NJ 6-4 Stack Apts.	Hallway Renovations	50,000
	NJ 6-5 Hansen Apts.	Upgrade Electric Panels	50,000		NJ 6-5 Hansen Apts.	Hallway Renovations	50,000
	PHA-Wide Physical Improvements	Apt. Renovations	120,000		PHA-Wide Physical Improvements	Apt. Painting	120,000
	PHA-Wide Management Improvements	Security Guards Staff Training	40,000 6,000		PHA-Wide Management Improvements	Security Guards Staff Training	40,000 6,000
	PHA-Wide Admin		90,000		PHA-Wide Admin		90,000
	Debt Service		212,000		Debt Service		218,000
Total CFP Estimated Cost:			\$1,200,000				\$1,200,000

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Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2010 FFY Grant: NJ39-P006-50110 PHA FY:			Activities for Year: 2011 FFY Grant: NJ39-P006-50111 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	NJ 6-1 Dunlap Homes	Site Improvements	60,000	NJ 6-1 Dunlap Homes	Site Improvements	60,000
		LBP Abatement	60,000		LBP Abatement	60,000
		Heating System Mod.	550,000		Kitchen Renovations.	550,000
	NJ 6-4 Stack Apts.	Community Room Furniture	30,000	NJ 6-4 Stack Apts.	Upgrade Building Security Systems	30,000
	NJ 6-5 Hansen Apts.	Community Room Furniture	30,000	NJ 6-5 Hansen Apts.	Upgrade Building Security Systems	30,000
	PHA-Wide Physical Improvements	Apt. Renovations	120,000	PHA-Wide Physical Improvements	Apt. Renovations	120,000
	PHA-Wide Management Improvements	Security Guards Staff Training	40,000 6,000	PHA-Wide Management Improvements	Security Guards Staff Training	40,000 5,000
	PHA-Wide Admin		90,000	PHA-Wide Admin		90,000
	Debt Service		214,000	Debt Service		215,000
Total CFP Estimated Cost			\$1,200,000			\$1,200,000

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Report on Comments Received During the Advisory Process

To develop the Annual Plan for the fiscal year April 1, 2007 to March 31, 2008 and to update the Five Year Plan, the Housing Authority convened its Planning Group, which included Housing Authority Commissioners, staff members, representatives from City agencies, and elected resident representatives from each of our public housing developments and from the Section 8 Certificate and Voucher programs. The members of the Planning group were as follows:

Housing Authority Commissioners

Fernando Gonzalez, Chairman
Dorothy Carty-Daniel, Commissioner

City of Perth Amboy

Michael Keller, Director, Office of Economic & Community Development
Robert McCoy, Urban Enterprise Zone Coordinator

Perth Amboy Redevelopment Agency

Ms. Helga Crowley, Executive Director

Dunlap Homes - Delaney Homes- Dzema Gardens- Sofield Gardens Resident Representatives

Diane Moulton
Gregorio Rios
Marciana Rivera

Stack Apartments – Hansen Apartments Resident Representatives

Louis Cabassa
Richard Cavallero
Corrine Spencer
Dolores Vargas

Section 8 Program Resident Representatives

Vilma Gordon
Estelle Maxwell
Tomasia Torres

Housing Authority Staff

Douglas G. Dzema, Executive Director
William Nalle, Director of Redevelopment

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The Planning group met on October 26, 2006 to develop the draft plans. The agenda for this meeting was as follows:

I. PHA Planning Process Schedule

II. Financial Resources – Subsidy Cutbacks

III. Asset Management

IV. Disposition of Delaney Homes – Enhanced Living Facility Development

V. Policy Revisions

Revised Public Housing Lease
Revised Rent Collection Policy

VI. Capital Fund Program Budgets

2007 Capital Fund Program (CFP) Annual Statement
CFP Five-Year Plan 2007-2011
Update on Leveraged Funding

The draft plans developed by the Planning Group were made available to residents and other interested parties for review following the meeting. The plans and related documents were available for inspection at the Authority's main administrative office.

Notice of a public hearing held December 21, 2006 was published in two newspapers of general circulation, the Woodbridge Home News-Tribune and the Newark Star-Ledger, not later than 45 days prior to the date of the hearing.

No comments were received.

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**HOUSING AUTHORITY OF THE
CITY OF PERTH AMBOY**

Administrative Plan

Section 8 Housing Assistance Payments Program

Adopted June 1, 1997

Revision No. 1 November 1998

Revision No. 2 March 1999

Revision No. 4 November 9, 1999

Revision No. 6 May 16, 2000

Revision No. 8 November 20, 2000

Revision No. 10 January 11, 2002

Revision No. 12 September 10, 2002

Revision No. 14 December 23, 2002

Revision No.3 October 12, 1999

Revision No. 5 January 11, 2000

Revision No. 7 August 17, 2000

Revision No. 9 October 23, 2001

Revision No. 11 May 10, 2002

Revision No. 13 December 17, 2002

Revision No. 15 April 14, 2003

***This policy is saved under I: Section 8 Policy/Section8Policy(revised).doc**

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HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY

**Administrative Plan
Section 8 Housing Assistance Payments Program**

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10. Subsidy Standards
11. Family Absence From Dwelling Unit
12. Family Break-ups
13. Applicant Informal Review Procedures
14. Participant Informal Review Procedures
15. Payments of Amounts Owed by Family
16. Reexamination of Income
17. Security Deposits
18. Special Housing Types
19. Voucher Program Payment Standards
20. Reasonable Rent Requirements
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APPENDIX

Fair Market Rents

Voucher Payment Standards

Income Limits

Utility Allowances

Application for Admission

Excess Rental Assistance Recovery Policy

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Preface

Merger of the Section 8 Certificate and Voucher Programs

Effective October 1, 1999 the Certificate and Voucher Programs shall be merged into the **Housing Choice Voucher Program (HCVP)**.

All Housing Assistance Payments (HAP) Contracts entered into after the effective date shall be processed in accordance with the new regulations.

Existing tenancies shall be converted to the HCVP at the time of the participant's second regular reexamination. If a participant moves to a new unit, they will be converted to the HCVP upon execution of a new HAP Contract.

The calculation of Housing Assistance Payments shall be based on the Payment Standards adopted by the Housing Authority. Payment Standards may be set anywhere between 90% and 110% of the published Fair Market Rents.

Tenant Payment:

A family renting a unit below the Payment Standard shall pay the highest of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent.

A family renting a unit above the Payment Standard shall pay the highest of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent, plus any rent above the payment standard.

When a family first receives Section 8 assistance for a particular unit, the family may not pay more than 40% of adjusted income for rent.

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1. INTRODUCTION

(A) Program Requirements

The Perth Amboy Housing Authority (HA) shall administer the Section 8 Program in accordance with the applicable program regulations, which include the following:

- Section 8 Tenant Based Assistance; 24 CFR 982
- Combined Income and Rent Rule; 24 CFR 5
- Definition of Family; 24 CFR 812
- Fair Market Rents & Contract Rent Annual Adjustment Factors; 24 CFR 888

(B) Equal Opportunity Requirements

The HA shall administer the Program in accordance with the applicable Fair Housing and Equal Opportunity requirements.

(C) Policy Choices - Discretionary Elements

This Administrative Plan describes the policy choices of the HA in accordance with the Section 8 Program regulations.

Non-discretionary requirements are contained in the program regulations and are considered incorporated into the administrative Plan by reference.

(D) Tenant-based programs: Purpose and structure.

(1) The HUD rental assistance program provide rent subsidies so eligible families can afford rent for decent, safe, and sanitary housing. The program is administered by State and local governmental bodies called housing agencies (HAs). HUD provides funds to a HA for rent subsidy on behalf of eligible families. HUD also provides funds for HA administration of the programs.

(2) Families select and rent units that meet program housing quality standards. If the HA approves a family's unit and lease, the HA contracts with the owner to make rent subsidy payments on behalf of the family. A HA may not approve a lease unless the rent is reasonable.

(3) In the certificate program, the rental subsidy is generally based on the actual rent of a unit leased by the assisted family.

(4) In the certificate program, the unit rent generally may not exceed a HUD published fair market rent for rental units in the local housing market. For most families, the subsidy is the difference between the unit rent and 30 percent of adjusted monthly income.

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(5) In the Voucher Program, the subsidy amount is based on Payment Standards as adopted by the HA. The rent is negotiated between the owner and the tenant. If the gross rent is below the payment standard the tenant will pay below 30% of income for rent. If the gross rent is above the payment the tenant will pay more than 30% of income for rent.

(6) Section 8 assistance may be "tenant-based" or "project-based". In project-based programs, rental assistance is paid for families who live in specific housing developments or units. With tenant-based assistance, the assisted unit is selected by the family and the family may rent a unit anywhere in the United States in the jurisdiction of an HA that runs a certificate or voucher program (subject to certain restrictions).

2. SELECTION OF APPLICANTS

(A) Organization of the Waiting List

It is the HA's policy that each applicant shall be assigned his/her appropriate place in a single Section 8 Housing Application Pool. Placement on the various sub-lists shall be based upon date and time the application is received, and factors affecting preference or priority.

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(B) Selection Preferences

The application pool shall be divided into sub-lists according to residency status (Perth Amboy residents and non-residents). On each list, applicants will be ranked according to the following:

- 1) Highest Points Accumulated
- 2) Time and Date of Application

Preferences

- Approval of a public housing applicant who was not eligible for public housing but is otherwise eligible for the Section 8 program. _____(15 points)
- Relocation of a Public Housing tenant to protect the health or safety of the tenant family or other Public Housing tenants. _____ (15 points)
- Displacement to avoid reprisals due to cooperation With law enforcement officials or Housing Authority Personnel (FP) _____ (15 points)
- Relocation to accommodate Public Housing Modernization needs _____ (12 points)
- Relocation to accommodate an eligible Public Housing tenant to participate in the Homeownership program _____ (10 points)
- Relocation to accommodate the employment Or job training/education of a Public Housing Head of household or spouse _____ (10 Points)

- Displaced by Fire, Flood, Natural Disaster or condemnation of a unit by a local or state Governmental agency, and for which such action was not the result of neglect or Intentional act of the applicant or member of the household. Displaced due to a handicap because current unit is not accessible. Displaced as a result of domestic violence. _____(3 Points)

- Rent Burdened _____ (1 point)
- Involuntarily Displaced _____ (1 point)
- Substandard Housing _____ (1 point)
- Veteran of a foreign war (HH only) _____ (1 Point)
- Working Family (Or age 62 or older, or disabled) _____ (1 Point)
- More than 5 years on list _____ (15 Points)

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WELFARE-TO-WORK ONLY

- Applicant has job offer or job that necessitates relocation outside the jurisdiction of Perth Amboy in order to accept or retain job _____ (20 points)
- Applicant also has an active public housing application _____ (15 points)

TOTAL POINTS _____

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(C) Administration of the Preferences

- (a) The HA requires applicant verification of their qualification for a preference.
- (b) The HA will use a preference checklist or other form to obtain the family's certification that it qualifies for a preference. At the initial application interview the family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and are certified or verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.
- (d) Applicants that certify to a preference at the time of initial application must be able to verify their preference status prior to the offer of a Certificate or Voucher. Applicants that cannot verify current preference status will lose their preference qualification and their standing on the waiting list.
- (e) Families that lose their original local preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of application.

(D) Employment Preference:

- (a) To receive the employment preference the applicant family must have at least one family member, age 18 or older, employed at the time of the HA's offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
- (b) Employment periods may be interrupted but to claim the preference a family must have an employed family member prior to the actual offer of housing as described above.
- (c) A family member that leaves a job after receiving benefit of the preference will be asked to document the reasons for the termination. Someone who quits work (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to the HA and will have their assistance terminated.

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(d) The amount earned shall not be a factor in granting this preference. This preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(e) An employment preference shall be granted for a family that can verify participation in a job-training program for the 90-day period immediately prior to the offer of housing assistance or graduation from such a program. The family must notify the HA if it enters such a program while on the waiting list and provide documentation of participation to the HA. The HA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

(F) Change in Preference Status while on the Waiting List

(a) Occasionally families on the waiting list who did not qualify for a preference at the time of application intake will experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact the HA so that their status may be recertified or, depending on application processing status, reverified.

(b) To the extent that the HA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s), any preference(s), and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

(G) Opening and Closing the Waiting List

(a) The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The HA may open or close the list by preference category.

(b) The HA will update the waiting list periodically by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, the HA will advise families of their responsibility to notify the HA when mailing address or phone numbers change.

(c) If the HA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA

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may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference category.

(d) Decisions about closing the waiting list will be based on the number of applicants waiting for assistance, and the number of applicants who qualify for a preference. A decision to close the waiting list, restrict intake, or open the waiting list will be publicly announced.

(e) During the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

(f) Pursuant to the above conditions, the HA Board of Commissioners shall approve closure of the Waiting List. Announcements shall be posted at the HA Administrative Office.

(H) Removal of Applications from the Waiting List

(a) Applicants shall be removed from the waiting list if they are determined to be ineligible for assistance.

(b) Applicants who fail to respond to a HA letter and otherwise fail to express continued interest shall be removed from the List.

(c) Inactive Applications shall be retained by the HA for a period of five years.

(d) Once an Applicant is removed from the Waiting List, the Applicant will be required to reapply and shall be assigned a new application date.

(I) Records

The HA's records with respect to applications for admission shall indicate for each application the date and time of receipt; the determination by the HA as to eligibility or ineligibility of the applicant; the preference rating, if any, and any offers to provide a Certificate/Voucher.

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3. ISSUING AND DENYING CERTIFICATES AND VOUCHERS

(A) Issuing Certificates and Vouchers

When a family is selected in accordance with the selection preferences contained in this policy, the participant will be provided with an oral briefing, a certificate holder's package, and shall be issued a Certificate/Voucher.

The initial term of the Certificate/Voucher shall be 60 days. An extension of an additional 30 days may be provided upon request by the Certificate/Voucher Holder. A final extension of 30 days may be provided upon request by the Certificate/Voucher Holder. The overall maximum term shall not exceed 120 days.

In making a determination to provide extensions, the Authority will consider the degree to which the Certificate/Voucher Holder can demonstrate efforts to locate an acceptable unit.

The term of the certificate shall be suspended at the time the Certificate/Voucher Holder submits a Request for Lease Approval. Suspension means 'stopping the clock' up to the time the Housing Authority approves or disapproves the request to lease the unit.

(B) Decision To Deny assistance.

The HA shall give an applicant prompt written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice shall give a brief statement of the reasons for the decision. The notice shall also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review.

(C) Grounds for denial or termination of assistance. The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

- (1) If the family violates any family obligations under the program (see 982.551).
- (2) If any member of the family has ever been evicted from public housing.
- (3) If a HA has ever terminated assistance under the certificate or voucher program for any member of the family.
- (4) If any member of the family commits drug-related criminal activity, or violent criminal activity (see 982.553).

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(5) If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(6) If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

(7) If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

(8) If the family breaches an agreement with the HA to pay amounts owed to a HA, or amounts paid to an owner by a HA.

(9) If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

(10) If the family has engaged in or threatened abusive or violent behavior toward HA personnel, or harasses or is otherwise uncooperative so that personnel cannot perform their job functions.

(D) Requirement to sign consent form. The HA must deny or terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

4. DEFINITION OF FAMILY

“Family” may be:

(1) Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship, or operation of law who will live together in the assisted unit.

(2) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides

(3) A single person family may be:

(I) An elderly person.

(Ii) A displaced person.

(Iii) A disabled person.

(Iv) Any other single person.

(4) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

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5. DEFINITION OF CONTINUOUSLY ASSISTED

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

6. ENCOURAGING OWNER PARTICIPATION

The HA encourages participation of owners of suitable units located outside areas of poverty or minority concentration and encourages Certificate/Voucher Holders to relocate to these areas. The HA shall implement this policy as follows:

- A. Create map to delineate areas of poverty/minority concentration and areas located in the HA jurisdiction that offer housing opportunities in areas not of poverty/minority concentration. This map is included in the manual Finding a Good Place to Live, located in the Section 8 offices.
- B. Briefing packets also contain a list of owners with property outside areas of poverty/minority concentration, and/or organizations that can assist participants in this effort. Owners will be solicited through outreach including newspaper ads, press releases, landlord briefings, provision of landlord guides, and word of mouth.
- C. The briefing packet includes an explanation of portability and a list of neighboring PHAs with contact names and phone numbers. Portability is discussed during program orientation. Participants are instructed to inform HA personnel of any problems they encounter in trying to rent in areas outside of poverty concentration.
- D. The HA will track complaints in regard to difficulty in leasing units in areas outside poverty concentration, will analyze these complaints and attempt to resolve problems within its control.

7. ASSISTING FAMILIES THAT CLAIM ILLEGAL DISCRIMINATION

A Discrimination Complaint Form shall be included in the Certificate Holders Package. The HA will provide oral instructions and written information concerning illegal discrimination and use of the form.

The HA will provide the Certificate/Voucher Holder with the addresses and telephone numbers of the HUD Office of Fair Housing and Equal Opportunity, the NJ Division of Civil Rights, and Legal Services.

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8. PROVISION OF FAMILY INFORMATION TO OWNERS

The HA shall give the owner:

- (1) The family's current address (as shown in the HA records); and
- (2) The name and address (if known to the HA) of the landlord at the family's current and prior address.
- (3) The HA shall give the family a statement of the HA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The HA will give the same types of information to all families and to all owners.
- (4) Owners shall be advised that tenant screening is the responsibility of the owner.

9. DISAPPROVAL OF OWNERS

(a) The HA shall not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(b) When directed by HUD, the HA shall not approve a unit if:

- (1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
- (2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

(c) In its administrative discretion, the HA may deny approval to lease a unit from an owner for any of the following reasons:

- (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 14370);
- (2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- (3) The owner has engaged in drug trafficking;
- (4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (5) The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- (6) The owner has not paid State or local real estate taxes, fines or assessments.

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(7) The HA must not approve a unit of the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA determines approval of the unit would provide reasonable accommodation for a family member who is a person with disabilities.

(8) The Housing Authority may refuse to enter into a new HAP Contract with owners who refuse (or have a history of refusing) to evict families for drug related criminal activity or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants, PHA employees, or owners employees.

(d) For purposes of this section, "owner" includes a principal or other interested party.

10. SUBSIDY STANDARDS / UNIT SIZE

To determine the Certificate/Voucher size for applicants, there shall be one bedroom/ sleeping room for each two persons.

Separate bedrooms shall be approved for children of the opposite sex over the age of 5.

A child under the age of 4 shall not qualify for a separate bedroom.

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11. FAMILY ABSENCE FROM DWELLING UNIT

The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit. The family must promptly notify the HA of absence from the unit of all family members for periods over 10 days.

The family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, for any reason. (24 CFR 982.312) Occupancy of the unit during the 180-day period of less than 30 days shall not be considered the re-occupancy of the unit. The consecutive day count shall be temporarily suspended, then resumed upon family absence.

In the case of imprisonment that is expected to last more than 180 days, and cause the absence of all family members, assistance shall be terminated upon move-out.

In the case of a vacation of all family members of over 60 days, the HA shall provide the family with a 30 day notice. If the unit is not re-occupied within 30 days, housing assistance shall be terminated.

Hospitalization and nursing home stays shall be subject to the 180 maximum.

The tenant and the HA shall promptly notify the landlord of all actions in this regard.

12. FAMILY BREAK-UPS

In the case of a family break-up, the decision to whom to provide assistance shall include the following considerations:

- a) Who has custody of minor children, or if a family member is elderly, disabled or ill.
- b) Family members remaining in the unit
- c) Family members forced to leave the unit as a result of actual or threatened physical violence by a spouse or other family member
- d) A court ordered disposition of property that includes the housing assistance.

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13. INFORMAL REVIEW FOR APPLICANT

(a) Notice to applicant. The HA shall give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice shall contain a brief statement of the reasons for the HA decision. The notice shall also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review.

(b) Informal review process. The HA shall give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. The HA review procedures shall include the following:

(1) The review shall be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.

(2) The applicant shall be given an opportunity to present written or oral objections to the HA decision.

(3) The HA shall notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision.

(c) When informal review is not required. The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

(1) Discretionary administrative determinations by the HA.

(2) General policy issues or class grievances.

(3) A determination of the family unit size under the HA subsidy standards.

(4) A HA determination not to approve an extension or suspension of a certificate or voucher term.

(5) A HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

(6) A HA determination that a unit selected by the applicant is not in compliance with HQS.

(7) A HA determination that the unit is not in accordance with HQS because of the family size or composition.

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14. INFORMAL HEARING FOR PARTICIPANT

(a) When hearing is required-

The HA shall give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and HA policies:

- (1) A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- (2) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
- (3) A determination of the family unit size under the HA subsidy standards.
- (4) A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- (5) A determination to terminate assistance for a participant family because of the family's action or failure to act.
- (6) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

In the cases described in paragraphs (a)(1) (4), (5) and (6) of this section, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

(b) When hearing is not required.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- (1) Discretionary administrative determinations by the HA.
- (2) General policy issues or class grievances.
- (3) Establishment of the HA schedule of utility allowances for families in the program.
- (4) A HA determination not to approve an extension or suspension of a certificate or voucher term.
- (5) A HA determination not to approve a unit or lease.
- (6) A HA determination that an assisted unit is not in compliance with HQS. (However, the HA shall provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in § 982.551(c).)

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(7) A HA determination that the unit is not in accordance with HQS because of the family size.

(8) A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

(c) Notice to family.

(1) In the cases described in paragraphs (a)(1), (2) and (3) of this section, the HA shall notify the family that the family may ask for an explanation of the basis of the HA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

(2) In the cases described in paragraphs (a) (4), (5) and (6i) of this section, the HA shall give the family prompt written notice that the family may request a hearing. The notice shall:

- (i) Contain a brief statement of reasons for the decision,
- (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- (iii) State the deadline for the family to request an informal hearing.

(d) Expeditious hearing process.

Where a hearing for a participant family is required under this section, the HA shall proceed with the hearing in a reasonably expeditious manner upon the request of the family.

(e) Hearing procedures-

(1) *Discovery by the Family.* The family shall be given the opportunity to examine before the HA hearing any HA documents that are directly relevant to the hearing. The family shall be provided with copies of requested document at a cost of \$.10 per page. Any document not made available for examination on request of the family shall not be used at the hearing.

(2) *Discovery By the HA.* The HA must be given the opportunity to examine at the HA offices before the HA hearing any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

(3) *Documents.* The term "documents" includes records and regulations.

(4) *Representation by family.* At its own expense, a lawyer or other representative may represent the family.

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(5) *Hearing officer.* The hearing shall be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing shall regulate the conduct of the hearing in accordance with the HA hearing procedures.

(6) *Evidence.* The HA and the family shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(7) *Issuance of decision.* The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

(8) *Effect of decision.* The HA is not bound by a hearing decision:

(1) Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.

(2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

(3) If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

(f) Restrictions on assistance for non-citizens. The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24- CFR 5.

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15. PAYMENTS OF AMOUNTS OWED BY FAMILY

Prior to being placed on the Waiting List, applicants that owe money to the HA or any other subsidized housing administrator, must pay the amount owed.

Participants that fail to report income increases in a timely manner shall pay retroactive charges, and be subject to termination, as indicated in the Excess Rental Assistance Recovery Policy listed as an amendment to this policy.

16. REEXAMINATION OF INCOME

The HA must examine family income and verify income at the time of admission and at least once annually thereafter. The regulations covering reexamination of income are found at 24 CFR part 5, subpart F.

The HA will seek to obtain third party verification of family annual income, the value of assets, expenses related to deductions from annual income and other factors that affect the determination of adjusted income. However, if after four weeks a request for third party verification has not been returned the HA will use other methods of verification including but not limited to copies of paychecks, copies of bank account statements, and receipts for expenses.

A tenant may request an interim determination of family income or composition because of a change since the last determination. All changes must be reported, and documentation received, by the 20th of the month in order for the change to be effective by the first of the following month. Any changes submitted after the 20th of each month will be made for the first of the following month.

The tenant is required to report the following changes in income or family composition within 10 business days of occurrence:

1. An addition of a family member. In the event of a birth, adoption, foster child, or court-appointed custody, no prior approval is needed but the change must be reported as stated above.
2. Prior approval must be received to add new adult household members to the certificate/voucher and lease. With the exception of a spouse, adult household members will not be approved unless failure to do so will result in a hardship to the existing family members. Adult household members must also pass screening criteria related to prior criminal history prior to being added.

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3. An increase in income resulting from a change in employer, job title, part - time to full time employment, an adult family member previously unemployed obtains employment, all income received by a new family member, any new unearned income received on behalf of any family members- children or adults.
4. If a family member leaves the household this must be reported within 10 days. The Housing Authority will not permit leaseholders to repeatedly remove and add the same person to the household, even if the person is a spouse.

Tenants will be required to show verification of application, receipt, non-receipt, or ineligibility for all sources of income for which Housing Authority staff determine they may be eligible; including but not limited to welfare, unemployment, disability, pension, social security, alimony, and child support benefits.

Persons reporting zero income may have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

Increases in tenant payments will not be made until 30 days notice is provided, unless the tenant fails to report the increase within the 10- day period. In these cases the increase may be made effective without the full notice period, but no sooner than 30 days from the actual change in income.

17. SECURITY DEPOSITS

Security deposits may be collected up to an amount not to exceed private market practice and State law.

18. SPECIAL HOUSING TYPES

Housing assistance shall not be provided for Single Room Occupancy (SRO) housing.

Housing assistance shall not be provided for Shared Housing.

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Housing assistance shall be provided for Congregate Housing and Independent Group Residences and Manufactured Homes provided that all HQS requirements are met.

19. VOUCHER PROGRAM PAYMENT STANDARDS

The HA shall maintain a payment standard schedule (see Appendix) for each bedroom size. The payment standards shall not be less than 90 percent, nor more than 110% of the published Fair Market Rent (in effect when the payment standard schedule is adopted.)

The HA shall periodically assess the adequacy of the payment standards. The payment standard may be increased or decreased as deemed appropriate.

20. REASONABLE RENT REQUIREMENTS

The HA may not approve a lease until the HA determines that the initial rent to the owner is a reasonable rent.

The HA must re-determine the reasonable rent: 1) before any rent increases are given to the owner, and 2) if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary, or 3) if directed by HUD.

The HA may also re-determine the reasonable rent at any other time.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HA.

The HA must determine whether the rent to the owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the HA must consider the location, quality, size, unit type, age of the contract unit, any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease agreement.

21. RESIDENCY REQUIREMENT FOR NON RESIDENT PARTICIPANTS

Non-residents selected for participation are required to live in Perth Amboy for the first year of their participation on the program. The HA may waive this requirement only in cases where living out of town is necessary to avoid a hardship to the family (i.e. proximity to work, etc.).

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22. RESTRICTIONS ON NUMBER OF MOVES

Participants are restricted to one move every 12 months while on the program. The HA may waive this requirement to avoid a hardship to the family (i.e. proximity to work, etc.).

During the first year of a lease, participants are also prohibited from moving. The HA may waive this requirement for hardship cases as described above, however, the landlord must also be willing to terminate the lease.

23. ADMINISTRATIVE FEE RESERVE- USE AND AUTHORIZATION

The Board of Commissioners has established that the Executive Director may charge up to \$25,000 to the administrative fee reserve for other housing purposes permitted by State or local law (other than section 8 related expenses) before requiring Board approval.

24. ONE-STRIKE AND YOU'RE OUT POLICY

The HA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available.

The Authority may deny assistance to an applicant or terminate assistance to a participant family, if any member of the family commits:

- (1) Drug related criminal activity; or
- (2) Violent criminal activity

If the Authority seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the Authority provides notice to the family of the determination to deny or terminate assistance.

The Authority shall not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

- (1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such impairment; and
- (2) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances.

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The Authority shall require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny or terminate assistance based on drug related criminal activity or violent criminal activity, the Authority shall deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

The Authority shall permanently deny assistance to individuals convicted of manufacturing or producing methamphetamine ("speed")

The Authority shall immediately and permanently terminate assistance for participants convicted of manufacturing or producing methamphetamine ("speed").

25. Treatment of Income Changes Resulting From Welfare Program Requirements

If income is reduced because of a sanction imposed by a State funded Assistance Program (Welfare, Temporary Assistance to Needy Families –TANF), or because of fraud, the rent will not be reduced during the period of the income reduction.

Rent may be reduced if income is reduced because of the expiration of the time limit on receiving benefits or a situation in which a family has complied with the welfare program requirements but cannot obtain employment.

26. Minimum Rents

The HA shall charge a minimum rent of \$50.00

Exceptions to the minimum rent shall apply in hardship circumstances which include: (1) the family has lost eligibility or is awaiting an eligibility determination for a Federal, state or local assistance program, (2) the family would be evicted as a result of the imposition of the minimum rent requirements, (3) the income of the family has decreased because of changes in circumstances including loss of employment, a death in the family has occurred, and other circumstances determined by the Authority.

The exemption shall not be provided if the hardship is determined to be temporary. The Authority shall not evict the family for non-payment of rent on the basis of hardship if the hardship is determined to be temporary during the 90-day period, beginning upon the date of the family's request for the exemption. During this 90-day period, the family must demonstrate that the financial hardship is of a

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long-term basis. If the family demonstrates that the financial hardship is of a long-term basis, the Authority shall retroactively exempt the family from the applicability of the minimum rent for the 90-day period.

If a family requests a hardship exemption, the minimum rent is suspended until a determination is made whether: there is a hardship covered by this policy, (b) the hardship is temporary or long-term. If the Authority determines that there is no hardship covered by this policy, the minimum rent is imposed, including back payments for minimum rent from time of suspension.

If the Authority determines that the hardship is temporary, the minimum rent also is, including back payment for minimum rent from the time of suspension. The family shall not be evicted for non-payment during the 90 day period commencing on the date of the family's request for exemption of the minimum rent in excess of the tenant rent otherwise payable. If necessary, a repayment agreement will be offered for any such rent not paid during the period. If the family thereafter demonstrates that the financial hardship is of long-term duration, the Authority shall retroactively exempt the family from the minimum rent requirement.

27. Income Targeting

On an annual basis, 75% of all new admissions shall be applicants with incomes at or below 30% of the median income.

28. Unit Inspections

All units shall be inspected and must be in compliance with the HUD Housing Quality Standards (HQS). The initial inspection shall be done within 15 days of receipt of the submission of a Request for Lease Approval. Participants and owners will be notified of the annual inspections by mail.

29. Welfare-To-Work Program

In FFY 1999 the Housing Authority received a special allocation of 160 vouchers which are to be used for the Welfare-to-Work Program.

A. Eligibility

In addition to meeting all other Section 8 program eligibility requirements as described in HUD regulations and this administrative plan; recipients of Welfare-to-Work-vouchers must meet the following additional requirements:

- 1.) When initially selected for Welfare-to-Work assistance, families must be eligible to receive, be currently receiving, or shall have received within the preceding two years, assistance or services funded under the TANF program;
- 2.) The family must be in compliance with TANF work requirements;

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- 3.) Tenant-based housing assistance must be determined to be critical to the family's ability to successfully obtain or retain employment;
- 4.) The family shall not already be receiving tenant-based assistance under Section 8 of the U.S. Housing Act of 1937;
- 5.) The family must be on the Section 8 Waiting list.

B. Preference for Admission

Eligible families will be selected for assistance in accordance with the Housing Authority's established selection preferences. Families will be further prioritized as follows:

- 1.) Applicant has a job or job offer that necessitates relocation outside the jurisdiction of Perth Amboy in order to retain or accept that job (20 points),
- 2.) Applicant also has an active public housing application (15 points).

Families receiving Welfare-To-Work assistance must comply with all Section 8 program requirements as stated in HUD regulations, the Housing Authority's Administrative plan, the lease, and all other applicable documents.

Additionally, the family will be required to do the following:

- Attend an orientation program regarding the Section 8 program,
- Attend two meetings with the Family Self Sufficiency (FSS) Coordinator or Welfare to Work Case Worker,
- Develop and implement an individual development plan,
- Participate in available supportive services and training programs,
- Search for employment,
- Attend follow-up appointments with the FSS Coordinator or Welfare to Work Case Worker to discuss, monitor, and amend if necessary the individual development plan.
- Remain housed in Middlesex County. Exceptions to this policy will be made on a case- by- case basis. For example, if the participant has a job offer or education opportunity outside the area, or is employed and maintaining self-sufficiency. Other exceptions include if the participant moves to a jurisdiction that has a Welfare-to-Work program. Participants who port outside of Perth Amboy will still be required to comply with all other provisions of this program.
- Participate for a minimum of thirty hours per week in the following types of activities: employment, education, job or skills training, active job search, or other supportive services as approved by the Housing Authority.

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30. Homeownership Policy- In addition to the requirements of 24 CFR Part 982, the following requirements are added by the Housing Authority as permitted by the regulation:

- A. **Additional Requirements-** In addition to meeting the criteria of 982.626 (a), the family must meet the following criteria:
1. Family is in good standing with the Authority (no major lease or family obligation violations within past six months).
 2. Family is enrolled in the FSS Program. **Note:** At the discretion of the Housing Authority, elderly or disabled persons may be exempt from this requirement.
 3. Family has sufficient resources to pay a down payment equal to 3% of the purchase price of a typical home that meets their family household size, and closing costs. At least 1% of these funds must come from the family's personal resources. **Note:** At the discretion of the Housing Authority, participants may be exempt from this requirement.
 4. Family has an acceptable credit history (Families unable to meet this criteria initially will be referred to credit counseling, and then reconsidered for the program).
 5. Family is determined "mortgage ready". This means based on a review by PAHA staff, the family would likely qualify for a mortgage based on its income and housing prices applicable to the size house the family requires.
 6. Family has attended an Authority sponsored homeownership seminar, briefing and completed a survey.
 7. Family has signed the Statement of Family Obligations form for the program.
- B. **Maximum Time to Locate and Purchase a Home-** The family will be given six months to locate and purchase a home. Extensions to this will be given on a case-by-case basis depending on the effort made by the family to find a suitable home. The family will be required to provide the Authority with bi-weekly reports on their progress.
- C. **Issuing a Voucher in Lieu of Homeownership Assistance-** The family will be provided a voucher for rental assistance if they are unable to find and purchase a home under this program.
- D. **Minimum Homeowner Equity Requirement-** The family must put three percent of the purchase price of the home as a down payment. At least one percent of this amount must come from the family's personal resources. **Note:** Disabled and/or elderly persons may be exempt from this requirement.
- E. **Approval of Financing:**
1. The mortgage must be affordable to the family. The Authority will determine affordability by taking into consideration the monthly homeownership expense plus all other monthly financial obligations of the family.

Attachment E

2. The mortgage must not have a balloon payment.
 3. The mortgage must have a fixed interest rate, no adjustable rates will be permitted.
 4. The mortgage must be provided, insured, or guaranteed by the state or federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- F. Requirement for Continuation of Assistance-** The family must participate in on-going homeownership counseling as required by the Authority. The extent and frequency of counseling will be established at the time homeownership assistance begins, depending on the family's particular situation. The family must also notify the Authority within seven days if it fails to make a mortgage payment by the due date.
- G. Homeownership Expenses-** Homeownership expenses will include:
1. Principal and interest on initial mortgage and any refinancing of such debt;
 2. Mortgage insurance;
 3. Real estate taxes;
 4. Home insurance;
 5. One hundred dollars monthly for maintenance expenses;
 6. One hundred dollars monthly for major repairs and replacements;
 7. Utility allowance as per the PAHA utility allowance schedule;
 8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home;
 9. The cooperative charge under the occupancy agreement (co-op only);
 10. Operating costs or maintenance fees assessed by the homeowners association (co-op and condos only).
- H. Payment of Assistance Payment to the Lender-** Payments will be made directly to the lender. If the assistance payment exceeds the amount due to the lender, the PAHA will pay the excess to the family.
- I. Number of Times Families Can Move-** Families will not be permitted to move more than once per calendar year unless the Authority determines a hardship will result if the family is not permitted to move. Additionally, moves with assistance may be prohibited if the Authority does not have sufficient funds to provide continued assistance. A family can move to a new unit with either rental assistance or homeownership assistance in accordance with requirements of the applicable program. The PHA may not commence assistance so long as any family member still owns or has any title or interest in the prior home. Per Section 982.635 (e), homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.
- J. Requirements of Independent Inspector:** The inspector must meet all New Jersey State requirements and be independent of and not referred by the seller or realtor.

Attachment E

- K. **Limit on Number of Vouchers Administered**--The Housing Authority may assist up to 10 participants per year under the homeownership program. Additional participants will be accepted into the program at the discretion of the Housing Authority based on workload requirements.
- L. **PHA Disapproval of Seller** – The PHA reserves the right to disapprove the seller based on HUD regulations.
- M. **Down payment Assistance Grants** --Under Section 301 of 24 CFR Part 982, HUD has proposed that PHAs may offer a single grant to be used as a down payment, in lieu of paying monthly homeownership assistance expenses. The Housing Authority will offer this option at the request of the family.
Note: PHAs may not commence this option until HUD publishes a notice in the *Federal Register* announcing that appropriated funds are available for this use.

HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY

Application for the Section 8 Program

Name: Last _____ First _____

Address: _____

City: _____ **State:** _____ **Zip** _____

Phone: (____) _____ Day (____) _____ Evening.

Race/Ethnicity: [For statistical purposes only. Required by HUD]

- 1. White () Black () American Indian () Asian ()
- 2. Hispanic () Non Hispanic ()

Preference Status:

- 1. () Displaced by fire, flood, natural disaster, or government action
- 2. () Involuntary Displacement 3. () Living in Substandard Housing
- 4. () Paying more than 50% of monthly family income for rent

Is any family member a U.S. Veteran? () Yes () No

Who? _____

Does the head of household or spouse work in Perth Amboy? () Yes () No

Family Data:

Name	Relation to Head	Sex	Age	Date of Birth	Social Security Number
1.	Head				
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Attachment E